Digitized by the Internet Archive
in 2015

https://archive.org/details/minuterecord707011unse

WATER CONTRACTS

HEREIN INCORPORATED:

AGREEMENTS

Page

bet. City and E.S.E.I., INC. (St. Joseph Sanitary Sewer System)---------- 9

bet. Arthur & Gertrude Wyss and City for establishing a sewer tap fee ---------- 13

bet. Zoltan Herman and City for area sewer connection fee payments ---------- 14

bet. Norfolk & Western R.R. Co., Wabash R.R. Co., and City for obligations due on easement required by IN Suburban Sewer ---------- 16

bet. Reid, Quebe, Allison, Wilcox & Assoc., Inc. and City - Addendum #2 = 32 #3=7 #4=8

bet. Westwood Development, Inc., Ft. Wayne National Bank and City for vacation of sewer easement ---------- 34

bet. Woodbridge Apts. amd City for drainage ditch---------- 35

bet. Clyde E. Willams & Assoc., Inc. and City to increase maximum fee for Crescent Avenue project ---------- 42

Utility agreement for project M-F 072---------- 43

bet. Treaty Municipal Materials, Ground Services, Inc. and City for utilization of PVC-D 3034 Sewer Pipe for the Neuhaus Interconnect ---------- 50

bet. State of IN., Dept of Natural Resources and City for to pographic mapping of rivers---------- 61, 80

bet. Carl Walker & Assoc., Inc. and City for Civic Center, Ph. II Parking Garage-- 67

bet. Gibson, Tourney & Kim, Inc. and City for Civic Center Ph. II Parking Garage ---------- 68

bet. Payless Cashways, Inc. and City for detention pond maintenance. ---------- 72

bet. One Summit Assoc. and City for perpetual right of way and easement---------- 75

bet. David S. Richey and City for attorney services ---------- 81

bet. Carty, Donlan, O'Neil & Monahan, Inc. and City for evaluation of communication services ---------- 90

bet. Howard, Needles, Tammen & Bergendoff and City for Advanced ---------- 92
Wastewater Treatment - Notice to contractors for above ---------- 49

bet. Eastern Investments, Inc. and City for maintenance of Summerfields storm detention basin---------- 94

bet. William Lee and city for sale of G.E. Hydroelectric turbine generator-------- 96

bet. Teco, Inc. and City for establishing sewer connection fees for various bids---11

bet. Devonshire Corp. and City for storm sewer, sani. sewer, and water main ext.---54

bet. Richard Snyder and City for sewer extension at Kingstown Village----------122

DECLARATORY RESOLUTION:

1441-80 Overhead pedestrian bridge across Washington Blvd. bet. Calhoun and Clinton Streets ---------- 109

1442-81 Condemnation of property for Barr Street Mini-Mall ---------- 12

DEEDS, DEDICATIONS, ETC.

Grant bet. Penn Central Corp., Jackson R. R. Co., and City for installation of water main on easement ---------- 63

M I S C E L L A N E O U S:

Garbage Specs - Notice to Contractors ---------- 1

U.S. E.P.A. Signatory No. 70-221-25 ---------- 2

City Utilities general rules and regulations ---------- 17

Abandoned driveway approach policy ---------- 18

Second Amendment to Overflow drainage easement ---------- 20

First Amendment to Storm Sewer Easement ---------- 21

First Amendment to retention basin easement ---------- 22
Corner cut and wingwalk construction requirement ---------- 23

Notice of Water Main Extension on Reckeweg Road ---------- 39

Lease supplement for I & M Elec. Company ---------- 76

Lease supplement for Peoples Trust Bank ---------- 77

Amendment to Lease for Peoples Trust Bank ---------- 78

SPECIAL RESOLUTIONS:

70-23-21 Additions to the Hanna School Annex ---------- 108

70-44-36 Color codes for marking roadway cuts and utility locations-------- 79

70-71-19 Vacation of alley parallel to Hoagland and south from Rose Lane ---- 66

70-71-20 Vacation of alley bet. Hanna and Weisser Park and south of Creighton Avenue ---------- 65

70-73-35 Sewer tap-in charges for Savoie's Subdivision Sanitary Sewer -------- 64

70-73-37 Merit award policy to City Utilites employees to encourage qualified individuals to remain ---------- 62

70-97-14 Deletion of Truck Route - Fairfield Avenue from Pontiac Street to Baer Field ----------

70-106-20 Interest rates on Barrett Law Projects ---------- 56

70-145-17 Glenwood Park Lift Station located on North Eastern Enterprises real estate ---------- 41

70-169-17 Intent to purchase INBALCO ---------- 31

70-203-4 Sewer tap-fee established; Incorporate 304-78 with others -------- 15

IMPROVEMENT RESOLUTIONS:

(Sidewalks, Alleys, Curbs and Streets)

R E S O L U T I O N S

STREET, SIDEWALKS, CURBS

5891-80	(sdw. & curb)	W. Oakdale Drive from Wayne to Fairfield	121
5892-81	(sdw. & retain.wall)	Jones Street bet. College and Nelson	58
5893-81	(curb & sdw.)	S. Anthony, 5200 block	95
5894-81	(curb & sdw.)	Northwest Central Neighborhood, Ph.IV-B	46
5896-81	(curb & sdw.)	Creighton Avenue from Hanna to Cay	57
5897-81	(curb & sdw.)	East Central Neighborhood,Ph.VI	47
5898-81	(curb & sdw.)	W. Oakdale Drive from Wayne to Fairfield	55
5899-81	(curb, sdw.,drive)	Kensington Blvd. bet. Lake and State	52
5900-81	(curb & sdw.)	Hanna-Creighton Neighborhood, Ph.V	44
5901-81	(street)	Prairie Grove Avenue	48
5902-81	(curb & sdw.)	Nebraska Neighborhood, Ph. VI	37
5903-81	(curb & sdw.)	Northwest Central Neighborhood, Ph.V	29
5904-81	(curb & lighting)	Buena Vista from Dodge to Lawndale	38
5905-81		Penn-Central R.R. Elevation-Hanna bet.Hayden & Wallace	28
5906-81	(curb & sdw.)	Larez Neighborhood, Ph. IV	25
5907-81	(curb & sdw.)	Harrison Hill Addition	27
5908-81	(street)	E. Paulding Road bet. Arlene & end of concrete	26
5909-81	(curb & sdw.)	Oxford Neighborhood, Ph.VI-A	24
5911-81	(curb & lighting)	Buena Vista bet. Dodge and Lawndale	10
5912-81	(resurfacing)	Oak, Hugh, Cay, Eliza & Harmar	6
5913-81	(resurfacing)	Creighton, Dewald, Boltz, Colerick, Wildwood &Warsaw	5
5914-81	(resurfacing)	Oliver, St. Martins, Smith & Oliver	4
5915-81	(resurfacing)	Thieme, Third & Burgess	3

S T R E E T L I G H T I N G R E S O L U I O N S

147-80	Crestwood Colony Addition	110
148-80	Shawnee Drive and Webster Street	93,60
149-80	Village Woods Area	69
150-81	Northwest Central Impact Area, Ph. V	51
151-81	East Central Impact Area, Ph. VI	45
152-81	Pemberton Drive from Niagara to Lake	33
155-81	West Central Area (Wayne,Berry, Rockhill)	19

W A T E R R E S O L U T I O N S

1022-81	Butz Subdivision Area	40
1023-80	Orlando Drive between Sharon & State Hwy.#3	120

SEWER EASEMENTS

171-80 Parkview Addition---------- 70

192-80 North Maumee Interceptor, Ph. I & II----------106

193-80 Trier Ditch Interconnect Interceptor Trier Ditch - Moeller Road----------105

194-80 Trier Ditch Interconnect Interceptor Trier Ditch - Meyer Road----------104

195-80 Cassel Heights----------103

196-80 Trier Ditch - Colony Heights----------102

197-80 Anthony Wayne Pump Station----------101

198-80 Trier Ridge Pump Station Paulding Road----------100

199-80 Trier Ditch Interconnect Interceptor Zuber Addition------- 99

200-80 Trier Ditch Interconnect Interceptor Ridgeview Heights---- 98

201-80 Clenwood Park Ligt Station---------- 97

202-80 Junk Ditch Interconnect Interceptor---------- 89

203-80 Covington Road-Country Club---------- 88

204-80 Junk Ditch Interconnect Interceptor Country Club - Langford Oaks---------- 87

205-80 Junk Ditch Interconnect Interceptor Poplar Ridge Addition, Sec. I & II---------- 86

206-80 Ansley Acres - Lagro Reserve---------- 85

207-80 Junk Ditch Interconnect Interceptor---------- 84

208-80 Junk Ditch Interconnect Interceptor Elmcrest Add.--------- 83

209-80 Junk Ditch Interceptor Westwood Addition---------- 82

210-80 Lincoln Park Addition---------- 73

211-80 Covington Road-Country Club---------- 36

SEWER RESOLUTIONS

323-80 Spy Run Interconnect Interceptor----------107

324-80 Highview Park & Interceptor----------107

326-80 Highview Park & Rehabilitation----------107

328-80 Neuhaus Interconnect Interceptor, Ph.II----------107

329-80 Neuhaus Interconnect Interceptor, Ph.III----------107

341-80 Junk Ditch Interconnect Interceptor----------119

342-80 Covington Road - Country Club Addition----------118

345-80 Country Club - Langford Oaks----------117

347-80 Poplar Ridge Addition, Sec. I & II----------116

348-80 Ansley - Largo Addition----------115

349-80 Sprunger Lift Station Elimination----------114

350-80 Elmcrest Addition----------113

351-80 Westwood Addition----------112

352-80 Subsystems, FS, IS, US----------111

880-80 Lincoln Park Addition---------- 74

AGREEMENTS

between CITY and WILLIAM LEE for purchase of HOSEY DAM ELECTRIC GENERATOR ----------28-25

between CITY & DAVID S. RICHEY for employing him as special attorney to serve as counsel for CITY UTILITIES ----------42-23

between CITY and ONE SUMMIT ASSOCIATION for perpetual right-of-way to construct BRIDGE ACROSS WASHINGTON BLVD. between Clinton and Calhoun Sts. ----------48-5

between CITY & GIBSON, TOURNEY, KIM, INC. for engineering services for CIVIC CENTER RENEWAL PROJECT ----------62-29

CITY & CARL WALKER & ASSOC., INC. for engineering services for CIVIC CENTER RENEWAL PROJECT ----------62-30

(Memo.) between BD. OF WORKS and ALLEN COUNTY BOARD OF COMMISSIONERS whereby board will lease 100 parking spaces on Clinton St. OLD FORT PARKING LOT ----------80-12

between STATE & CITY for updating FLOOD PLAIN MAPS along the MAUMEE, ST. JOSEPH, & ST. MARY RIVERS, and SPY RUN CREEK - AIR MAPS, INC. are consulting engineers for this project ----------42-24, 90-22, 142-2

between CARTY, DONBAR, O'NEILL, & MONAHAN, INC. and CITY for consulting engineers to assist the city in the evaluation of communications services, equipment, and agreements ----------40-4, 40-5

between TREATY MUNICIPAL MATERIALS, GROUND SERVICES, INC., and CITY for utilization of PVC D-3034 sewer pipe for Resolution #328-80----------125-13

received utility agreement on PROJECT #M-F072(1) for HOBSON RD. from Ivy League Dr. To Stellhorn Rd. ----------135-39

between BOARD OF WORKS and CLYDE E. WILLIAMS & ASSOCIATES, INC. for increasing maximum fee of $20,000.00 to $26,000.00 ----------135-30

between WESTWOOD DEVELOPMENT, INC., FT. WAYNE NATIONAL BANK and CITY on sanitary sewer in WESTWOOD VALLEY, SEC. II ----------164-34

between WOODBRIDGE APTS. and CITY for ditch maintenance at WOODBRIDGE APTS. ----------164-33

between CITY and STATE - received invoice from INDIANA STATE HIGHWAY for project HES-MG-HHS 2009(1) - Contract #T13023 ----------187-13

to purchase LOT 204 (450 E. Wallace) from PATRICIA HOOD for $9,000.00 ----------200-6

between NORFOLK & WESTERN RR, WABASH RR, and CITY for obligations due on easement required for INDIANA SUBURBAN SEWER ----------203-3

between ZOLTAN HERMAN and BOARD OF WORKS for AREA CONNECTION FEE PAYMENTS ----------204-5

between ARTHUR N & M, GERTRUDE WYSS, and CITY for time deferment of permit fees on Dunkelberg and Kinnerk Rds. ----------208-11

(Acceptance) between STEEG and HAGERMAN-SHAMBAUGH for PROJECT #C-180538-01 ----------210-21

between E.S.E.I., INC. and CITY for preparation of an infil-tration/inflow analysis and report of ST. JOE SANI. SYSTEM ----------214-25

between GREEN and CITY for city purchase of 1013 E. Wayne St. for $135 ----------215-31

between CITY and STATE to purchase land for right-of-way along Hobson Rd. ----------220-22

between TECO, INC. and CITY for sani sewer extension for EASTBURN OUTLOTS ----------210-23

BIDS INVITATIONAL

curb repair ROBERTA DR. --- SIMMERMAN CONST. CO. $1,567.00 ----------23-22

misc. curb, sidewalk and pavement in 7 areas --- SIMMERMAN CONST. CO. $4,337,35 ----------23-23

Sidewalk and alley in 6 areas --- SIMMERMAN CONST. CO. $5,000.00 ----------23-24

misc. repairs and replacement of wingwalks, sidewalks, curbs and alley corners ----------29-33

misc. projects --- SIMMERMAN CONS. CO. $2,040.50 ----------51-13

misc. work on TAYLOR, FREEMAN, and WALNUT ST. --- CONTINENTAL CONST. CO. ----------72-29

misc. work on COLUMBIA, WOODWARD, DODGE, BUTTON, and STATE ---HIPSKIND CONCRETE $2,022.70 ----------72-30

misc. work on McKINNIE and THIEME DR. --- HIPSKIND CONCRETE $2,290.44 ----------72-31

restoration of alley approach 512-514 KINSMOOR --- BROOKS CONST. $495.00 ----------73-32

misc. work --- SIMMERMAN CONST. CO., INC. $3599.26 ----------105-6

misc. work $3903.61 ----------105-7

curb and handrail repair at 100 W. STATE ST. --- SIMMERMAN CONST. CO. $1,459.00 ----------121-5

misc. repairs at SOUTHVIEW and WARSAW ST. ---- GROUND SERVICES, INC. $3,500.00 ----------141-26

misc. repairs and replacements of curb and parkstrips 6700 COLDWATER, 2240 EASTBROOK, 3624-3631 COLDWATER ---- SIMMERMAN CONST. CO. $1,486.00----------141-25

replacement of sidewalk at 2509 WINCH ST. --- BEN SCHMUCKER ----------174-9

emergency invitational bid 5030 WOODHURST --- HIPSKIND ----------195-10

various projects by Street Engineering --- CONTINENTAL CONST. CO. low ----------209-13

closure of SHEFFIELD DR. at US #24W --- HIPSKIND ----------213-17

CONSULTING ENGINEERS

AIR MAPS, INC.
Maumee, St. Mary, and St. Joseph Rivers, and Spy Run Creek
aerial survey and update flood maps ----------42-24, 90-22, 142-2

BONAR & ASSOCIATES, INC.
State Blvd. Project - Environmental service ----------135-31, 179-9

BONAR & ASSOCIATES, INC.
Bluffton Rd. Project MF080(1) from Engle Rd. to St. Mary
River ----------135-32, 209-19

BUTLER, FAIRMAN, & SEUFERT, INC.
St. Joe Rd. (SR #37 to Evard Rd.) ----------89-15, 141-23, 157-24

CARTY, DONLAN, O'NEILL, & MONAHAN, INC.
Evaluation of communications services, equipment, and
agreements ----------40-4, 40-5

CONSOLIDATED RAIL CORP.
Wells Street Bridge ----------64-40, 106-18, 133-16

E.S.E.I.
Imbalco ----------202-21

GIBSON, TOURNEY, KIM, INC.
architectural design, planning, and enginnering for
Civic Center Renewal Project ----------62-29

I & I ANALYSIS for IMBALCO
proposals for professional engineering services - E.S.E.I.
apparent low bidder ----------198-1

MICHAEL T. LEVY ASSOCIATES
Central Fire Station #1 ----------64-43

TURNBELL ENGINEERING CO., INC.
Railroad Crossing Improvements - Group #2 at ANTHONY and
ARDMORE ----------60-10, 156-17

TURNBELL ENGINEERING CO., INC.
Three Railroad Crossings - Phase IV & V at RUNNION,
LEESBURG RD. and LINDENWOOD RD. ----------52-25, 96-9

CARL WALKER & ASSOCIATES, INC.
architectural design, planning, and engineering for Civic
Center Renewal Project ----------62-30

CLYDE E. WILLIAMS & ASSOCIATES, INC.
Crescent Ave. ----------14-27, 35-20, 71-15
89-14, 133-20

CLYDE E. WILLIAMS & ASSOCIATES, INC.
Lake Ave. ----------14-28, 35-21, 70-14
89-13, 133-20

CLYDE E. WILLIAMS & ASSOCIATES, INC.
Project H.H.S. 200-9(1) P.E. Coliseum Blvd. - Signal Interconnect
Supplement #2 & 3 - Professional Services ----------52-19

DEEDS, DEDICATIONS, EASEMENTS, GRANTS, & LEASES

Amendment to Lease between CITY and PEOPLES TRUST BANK for parking spaces in the FT. WAYNE MUNICIPAL PARKING GARAGE ----------48-1

Lease Supplement to lease between CITY and PEOPLES TRUST BANK ----------48-2

Amendment to leaste between CITY and INDIANA & MICHIGAN ELECTRIC CO. for parking spaces in FT. WAYNE MUNICIPAL PARKING GARAGE ----------48-3

Lease Supplement to lease between CITY and INDIAN & MICHIGAN ELECTRIC CO. ----------48-4

Agreement between CITY and ONE SUMMIT ASSOCIATES for right-of-way Easement to construct a BRIDGE across WASHINGTON BLVD. between Clinton and Calhoun St. ----------48-5

Grant from PENN CENTRAL CORP. and FT. WAYNE JACKSON RR CO., for Water Contract #7920 - RACQUET DR. ----------73-36

Grant of Easement - LINCOLN INDUSTRIAL CENTER - VICKSBURG PIKE EXT. sanitary sewer ----------108-4

Grant of Easement abandoned - Daniel & Eleanor Doehla ----------125-14

MISCELLANEOUS

ROBERT KELLEY inspecting abandoned vehicles ----------14-29,134-24, 191-5

Write off of CITY UTILITIES unpaid miscellaneous accounts ----------15-35, 44-35, 80-6, 105-9, 122-7, 144-13, 168-10, 192-6, 220-16

Extra work done on CIVIC CENTER PARKING GARAGE by CROWN CONST., INC. $246.00 ----------29-27

LAREZ IMPACT AREA, PHASE III by RIETH RILEY $9,300.00 ----------29-28

Guardrail on LINDENWOOD, N. CLINTON ST., and ST. JOE RIVER DR. by ARROW FENCE CO., INC. ----------43-30

Handrail for 100 W. STATE BLVD. by SIMMERMAN CONST. ----------72-27

Rec. # of COUCHMAN - CONANT, INC. for RAYTEK RAYNGER II ----------73-33

PENN CENTRAL CORP. $236.71 covering rent charges for EWING-FAIRFIELD WELLS ST. BRIDGE PROJECT ----------82-20

Drainage problem at SOUTHVIEW and WARSAW - GROUND SERVICES, INC. $3,500.00 ----------97-12

Change B. O. #107-80 E. of HANNA to W. of GAY ----------97-15

WAYNEDALE ELEVATED STORAGE TANK ----------97-16

Mayor declares SNOW EMERGENCY 2/10/81. City hires private contractors to aid in snow removal ----------113-1

Cargo type truck purchase quotation for HUMANE SHELTER - ALLEN COUNTY MOTORS $12,856.00 ----------121-3

CITY UTILITIES delinquent sundry accounts ----------144-14

Check from CD&P covering engineering services on various street projects ----------150-10

Notice of water main extension on RECKEWEG RD. ----------150-12

Cancel STATE BLVD. sani sewer - B. O. 145-98 ----------150-14

WPC emergency repairs at LONGWOOD, SECTION I ----------150-15

Invoice from INDIANA HIGHWAY COMMISSION of $81.17 for project ROS-6002(37) IMPACT ATTENUATORS ----------151-17

Public hearing of MASTER SEWER SYSTEM FACILITY PLAN - MULDOON RD and ORCHARD RIDGE AREA ----------155-13

Rescind action on 3510 SHOAFF PARK RIVER DR. - OFFICE COMPLEX, sanitary sewer ----------156-18

Ordered P. O. for wingwalk and ramp at ANTHONY and STATE ----------164-28

Ordered P. O. for 35 anchor bolts for RR crossings ----------164-31

Invoice for sidewalk repairs $467.85 ----------168-11

Permission for Howard Leclaire to use ANTHONY BLVD. PLACE ADDITION ----------169-15

GLENWOOD EXPANSION EASEMENT ----------190-7, 190-8, 190-9

Special REQUIREMENT for CORNER CUT and WINGWALK CONSTRUCTION ----------191-3

Miscellaneous Invitational Project - HIPSKIND ----------195-9

Ordered P. O. for WELLS ST. BRIDGE ----------196-15

Received revised general rules for WATER UTILITY ----------202-24

Miscellaneous Invitational Project - McKINNIE and THIEME ----------209-14

Invoice of STRUCTURAL CONCRETE SERVICES, INC. for retainage monies of restoration of the PARKING PLAZA DECK $2,820.00 ----------214-22

Replacement of sidewalk section at LAKE and ANTHONY by P & K CONST. $400.50 ----------214-23

MISCELLANEOUS - continued

Ordered P. O. for pavement blow-up at 1900 block of ST. JOE CENTER - MOELLERING CONST. CO. $3,900.08 ----------220-20

Payment to JACK TOMANEK for damages done during water main construction ----------223-12

Miscellaneous sidewalk repair at 2509 WINCH ST. - BEN SCHMUCKER CONST. $166.67 ----------224-15

ROLAND WARD of 4415 TRIER permission to tap into 311-80 instead of 307-79 ----------224-20

ENCROACHMENT EASEMENT for sign ----------224-22

GARBAGE CONTRACT advertise for bids ----------221-27

PETITIONS

SIDEWALK and CURB PETITIONS

curbs at 924 PASADENA DR. ----------8-29

curbs at FAIRFIELD to SOUTH WAYNE and OAKDALE DR. - B.O. 7-81 ----------105-5

sidewalk 2210 EAST RUDISILL ----------133-12

sidewalk at 315 and 319 WEST CONCORD LANE ----------146-22

curb, sidewalk, and drive approach at McKINNIE from CALHOUN to LAFAYETTE ----------174-11

sidewalk at BROWN ST. from Paul St. to western terminus ----------180-20

curb at MONROE and DALMAN AVENUE ----------187-14

curb at 4633 CRESTWOOD DR. ----------192-11

sidewalk at 1210 NUTTMAN ----------192-12

sidewalk and curb at OAKDALE from Fairfield to Hoagland ----------193-14

curb and lighting BUENA VISTA from Dodge to Lawndale ----------193-16

sidewalk at 611 KINNAIRD AVE. ----------196-14

sidewalk and curb at VIOLET CT. between Fairfield and Hoagland ----------221-23

SEWER PETITIONS

drainage correction at ATWOOD DR. ----------212-12

water main extension at LUDWIG RD. ----------212-13

STREET PETITIONS

drainage improvement at FRUEHAUF DR. ----------22-16

guardrail at end of RUSSELL AVE. ----------22-17

new concrete pavement on ELLEN AVE. ----------223-9

STREET LIGHTING PETITIONS

ROBERTA DR. from Salem Ln. to Ashcroft Dr. ----------17-7

OAKDALE DR. from S. Wayne Ave. to Broadway ----------192-10

OAKDALE DR. from Fairfield to Hoagland ----------192-13

BUENA VISTA from Dodge to Lawndale ----------193-16

WATER PETITIONS

ORLANDO DR. from Sharon to Lima ----------90-22

PLATS

LIMA VALLEY, SEC. II ----------5-5

SUMMERFIELD, SEC. II ----------12-6

SUMMERFIELD, SEC. III ----------12-7

OAK GROVE VILLAS ----------50-3

OLYMPIA HEIGHTS ADDITION ----------50-4

STONEY CREEK EAST ----------82-19

DEVONSHIRE ----------92-10

LONGWOOD, SECTION II ----------144-9

BOJRAB PLACE ----------174-15

PETITIONS - ALLEY, SDW., STREET, & CURB

PETITIONS - SEWERS

PETITIONS - LIGHTS

PETITIONS - WATER

PLATS

PURCHASE ORDERS

WATER CONTRACTS

PURCHASE ORDERS

CIVIL CITY

0556 - Allen County Motors $46,615.84 ----------101-10

0557 - Indiana Equipment Co. $31,597.50 ----------132-11

3117 - American International $8,762.76 ----------156-22

3118 - American International $2,190.69 ----------155-12

4341 -Hipskind Concrete Corp. $1,907.75 ----------169-13

4380 - Simmerman Const. Co. $2,040.50 ----------51-13

4428 - Simmerman Const. Co. $3,599.26 ($399.92 retainage) ----------105-6, 180-17

4530 - Brooks Const. Co. $495.00 ----------213-21

7957 - Hipskind Concrete Co. cancelled ----------144-12

8687 - Westvaco - U.S. Envelope Division $11,607.00 ----------214-24

9196 - Simmerman Const. Co. $5,000.00 ----------89-12

9197 - Simmerman Const. Co. $3,903.61 (retainage $433.76) ----------105-7, 180-16

9198 - Simmerman Const. Co. $1,406.14 ----------72-28

9227 D. J. Industrial Equipment $12,500.00 ----------43-25

9258 - Dailey Asphalt Co. $9,780.50 ----------53-27

9423 - Glenbrook Dodge $7,082.91 ----------82-17

9429 - DeHaven Chevrolet $17,784.80 ----------86-7

9430 - Allen County Tractor Sales $9,079.23 ----------86-8

9470 - Custom Video awarded contract ----------213-9

9488 - Badger Meter, Inc. $196,855.40 ----------200-12

CITY UTILITIES

1202 - Wayne Asphalt & Const. Co. $15,388.00 ----------110-6

2591 - IBM Corp. $941.00 per month ----------81-16

2606 - Jim Kelley Buick $30,240.00 ----------28-23

7262 - Allen County Tractor & Equipment $9,284.44----------201-12

7989 - American International $15,334.83 ----------145-21

7990 - American International $30,699.66 ----------145-20

7991 - Midwest Video Co. $9,870.04 ----------144-15

8111 - Hefner Chevrolet $8,023.25 ----------155-11

8481 - Underground Pipes $25,850.00 ----------192-9

8640 - Allen County Motors $12,399.68 ----------208-10

9487 - Todd Uniform Co. $21,922.00 ----------201-14

9489 - V. R Meyers $22,370.00 ----------201-13

9802 - Marblehead Lime Co. $57.59 per ton delivery ----------61-19

9804 - Allied Chemical Corp. $86.00 per ton ----------61-20

9805 Husky Industries, Inc. $369.95 per ton ----------61-21

9806 - Cities Service Co. $106.25 per net ton ----------61-22

9807 - Herbert-Verkamp-Calvert Chemical Co. $145.00 per CWT ----------61-23

9808 - Ulrich Chemical Co. $.19 per lb. ----------61-24

9809 - Ulrich Chemical Co. $15.20 per CWT ----------62-25

9810 Herbert-Verkamp-Calvert Chemical Co. $1.04 per lb. ----------62-26

PURCHASE ORDERS - CIVIL CITY - continued

9811 - Jones Chemical Co. $154.00 per ton ----------62-27

9865 - Industrial Fuel Oils, Inc. $.7502 per gal. ----------42-22

9866 - Hefner Chevrolet $22,618.00 ----------42-21

9895 - Hefner Chevrolet $6,635.00 ----------63-34

9897 - Liquid Carbonic Corp. $36.00 per ton ----------62-28

9898 - Midwest Video Inc. ----------64-39

9899 - Video Media Corp. ----------64-39

9906 Poinsette Motors $5,732.00 ----------63-32

9907 - General Truck Sales $32,758.00 ----------62-31

9965 - Central Supply Co. $30,000.00 ----------81-14

IMPROVEMENT RESOLUTIONS

5812-78 OXFORD IMPACT AREA, PHASE III----------134-26#1

5821-78 (resurfacing) NORTH WASHINGTON RD. ----------52-18

5824-78 INTERSTATE INDUSTRIAL PARK ----------3-13, 64-46, 101-7, 105-12

5827-79 NEBRASKA IMPACT AREA, PHASE IV ----------134-26#2, 134-2

5828-79 CREIGHTON IMPACT AREA ----------134-26#3, 134-2

5829-79 LAREZ IMPACT AREA, PHASE II ----------134-26#4

5833-79 MAIN ST. RECONSTRUCTION PROJECT ----------21-6, 23-20, 4 102-11, 102-12, 115-7

5836-79 CITY COUNTY BUILDING PLAZA REPAIR ----------106-13

5842-79 (curbing and sidewalk) EDGEHILL and WESTBROOK ----------23-18, 29-29, 88-9, 112-2

5843-79 (resurfacing) THIRD DISTRICT ----------43-32

5849-79 (resurfacing) OXFORD and MAIN ST. ----------28-24, 70-11, 71-18

5850-79 (resurfacing) CLINTON, CALHOUN, WAYNE, and SPY RUN EXT. ----------60-0, 70-13, 71-17

5851-79 (resurfacing) ANTHONY BLVD. ----------71-16

5856-79 (dike) ST. MARY and ST. JOSEPH RIVERS and SPY RUN CREEK ----------14-34, 106-14, 111-13

5858-79 EWING - WELLS - FAIRFIELD BRIDGE PROJECT ----------200-10

5859-80 (brick) DAVIS ST. ----------9-34

5860-80 (sidewalk) 826 NUTTMAN AVE. ----------22-13, 51-10, 51-14, 84-6, 8

5861-80 WHITEGATE DR. ----------14-33

5867-80 (curb) KENWOOD AVE. ----------8-33, 22-12, 29-32, 66-3

5868-80 E. CENTRAL NEIGHBORHOOD, PHASE V ----------22-8, 22-9, 4 80-7, 135-26#1

5869-80 N. W. CENTRAL, PHASE IV ----------35-14, 44-38, 106-17, 115-8, 134-26#7, 134-2

5870-80 NEBRASKA NEIGHBORHOOD, PHASE V ----------134-26#8

5871-80 PROGRESS, LEY, and LIMA RD. intersection ----------13-23, 60-8, 1

5875-80 W. CENTRAL, PHASE V ----------51-15, 97-19, 115-6, 116-17, 135-26#11

5876-80 HANNA - CREIGHTON, PHASE IV ----------14-30, 30-37, 134-26#9

5877-80 (curbs, yardwalks, and drives) FOREST PARK BLVD., STATE BLVD., and DODGE AVE. ----------41-10, 96-8, 2 212-14

5878-80 (alley)CRESTWOOD and SUNSETS DRS. (Southwood Park Add.) ----------3-11, 8-31, 88-

5880-80 LAREZ NEIGHBORHOOD IMPROVEMENTS, PHASE III ----------8-26, 43-29, 9 101-5, 124-9, 1

5882-80 OXFORD, PHASE V-A ----------7-24, 35-19, 6 106-15, 121-6, 135-26#10

5884-80 OXFORD, PHASE V-B ----------14-26, 22-10, 80-8 106-16, 1

IMPROVEMENT RESOLUTIONS -continued

5885-80 HANNA-CREIGHTON, PHASE IV-B ----------8-27, 22-14, 28-22, 43-31

5886-80 (resurfacing) 6TH COUNCILMANIC DISTRICT ----------60-11, 70-12

5887-80 LAREZ IMPACT AREA, PHASE III-B ----------2-7, 52-17, 135-26#12, 179-10

5888-80 3RD COUNCILMANIC DISTRICT ----------7-23, 44-40

5889-80 (resurfacing) MADISON, BRANDRIFF, PRINCE, PHILIP WAY, CORONET DR., MAJESTIC LN., and FRICKE AVE. ----------52-16, 92-7

5890-80 (resurfacing) 4TH and 5TH COUNCILMANIC DISTRICT ----------43-27, 70-10

5891-80 (curb and sidewalk) W. OAKDALE DR., S. WAYNE, and FAIRFIELD ----------3-14, 32-3, 47-1, 67-8

5892-80 (sidewalk) JONES ST., COLLEGE to NELSON STS. ----------98-17, 117-1, 126-1, 138-7, 147-4

5893-80 (sidewalk and driveway) #17 and 18 in the 5200 block of S. ANTHONY from FAIRFAX ----------30-38, 66-1, 84-7

5894-81 (curb and sidewalk) NORTHWEST CENTRAL NEIGHBORHOOD, PHASE IV-B ------132-8, 135-26#14, 148-5, 153-6, 179-7, 210-20

5896-81 (curb and sidewalk) CREIGHTON AVE., HANNA, and GAY ST. ----------105-11, 119-4, 124-5, 152-2, 220-17, 221-26

5897-81 (curb and sidewalk) EAST CENTRAL NEIGHBORHOOD, PHASE VI ----------132-7, 135-26#17, 149-6, 153-7, 167-5

5898-81 (curb and sidewald) W. OAKDALE DR. from S. Wayne to Fairfield -------110-5, 121-1, 129-1 147-3, 150-9, 185-6

5899-81 (curb, sidewalk, and drive approach) KENSINGTON BLVD., LAKE AVE, and STATE BLVD. ----------115-5, 142-1, 156-21, 167-4, 173-7, 188-20

5900-81 (curb and sidewalk) HANNA-CREIGHTON NEIGHBORHOOD, PHASE V Lillie St and John St. ----------132-10, 149-7, 154-8, 186-7

5901-81 (repair concrete pavement) 2600 block of PRAIRE GROVE AVE. ----------131-6, 149-8, 154-9, 167-6, 223-13

5902-81 (curb and sidewalk) NEBRASKS NEIGHBORHOOD, PHASE VI ----------135-26#16, 156-20, 173-6, 179-6, 209-15

5903-81 (curbs and sidewalk) NORTHWEST CENTRAL NEIGHBORHOOD, PHASE V---------174-10, 189-4, 195-6, 213-18

5904-81 BUENA VISTA from Dodge Ave. to Lawndale Dr. ----------151-18, 176-1, 183-2, 191-2

5905-81 PENN CENTRAL RR ELEVATION (Hanna St.) ----------180-19, 199-5, 207-6, 220-21

5906-81 (curb and sidewalk) LAREZ NEIGHBORHOOD, PHASE IV ----------188-17, 206-3, 212-8

5907-81 HARRISON HILL ADDITION ----------180-20, 203-1, 216-1, 225-3, 226-3

5908-81 E. PAULDING RD. between Arlene and end of pavement ----------187-16, 206-4, 212-6

5909-81 OXFORD NEIGHBORHOOD, PHASE VI - A ----------188-18, 207-5, 212-7

5911-81 2500 and 2600 block of BUENA VISTA ----------213-15

5912-81 (street resurfacing) GROUP #1 (Oak, Hugh, Gay, Eliza, and Harmar)-----217-6

5913-81 (resurfacing) GROUP #2 (Creighton, Dewald, Boltz, Colerick, Wildwood, and Warsaw) ----------217-7

5914-81 (resurfacing) GROUP #3 (Oliver, St. Martins, and Smith) ----------218-8

5915-81 (resurfacing) GROUP #4 (Thieme, Third, and Burgess) ----------218-9

DECLARATORY RESOLUTIONS

1439-80 (dike)Lots 9 and 10, J. O. BROWNS ADDITION EXT. ----------4-1, 15-37, 37-

1440-80 Condemnation of right-of-way purposes across part of lot #540 HANNA'S ADDITION ----------24-1, 51-8, 75-

1441-80 (overhead bridge) WASHINGTON BLVD., CLINTON ST, and CALHOUN ST. -----7-20, 32-2, 48-51-9, 75-2

1442-81 condemnation of property for BARR ST. MINI MALL ----------213-16

SEWER EASEMENT RESOLUTIONS

170-80 RANCHWOOD Sanitary ----------3-17,31-1, 34-

171-80 PARKVIEW ADDITION SECTION C Storm Sewer Outfall ----------56-4, 83-2, 88-7, 107-1

175-80 HARBER DITCH, PHASE III ----------86-5, 93-16, 10

176-80 ST. JOE Interconnect Interceptor Sanitary ----------3-17, 31-1, 34-

177-80 CONCORDIA GARDENS Sanitary ----------3-17, 31-1, 34-

178-80 MARDEGO - MANDEGO LIMBERLOST Sanitary ----------3-17, 31-1, 34-

179-80 BEVERLY HEIGHTS, HOLLYWOOD GARDENS, MAYFIELD PLAZA, ROUSSEAU'S SUBURBAN GARDENS, WATERSWOLDE, and NORTHWOOD PARK Sanitary ----------3-17, 31-1, 34-

180-80 ALDALE ACRES and DAU'S SUBURBAN ADDITION ----------3-17, 31-1, 34-

181-80 CINDERELLA VILLAGE ----------3-17, 31-1, 34-

182-80 AUER'S and McADAMS HIGHLAND GROVE ----------3-17, 31-1, 34-

183-80 CAMPUS CT. Pump Station Elimination ----------3-17, 31-1, 34-

184-80 NORTHCREST Pump Station Elimination ----------3-17, 31-1, 34-

185-80 PATTON TRAILER PARK ----------3-17, 31-1, 34-

186-80 SPY RUN Interconnect Interceptor ----------16-1, 33-5, 66-129-2

187-80 HIGHVIEW PARK - EDGEWOOD PARK ----------16-2, 33-6, 66-129-2

188-80 ECKRIDGE ADDITION ----------16-3, 33-7, 66-129-2

189-80 NEUHAUS Interconnect Intercept, PHASE I - PIERCE PARK ----------16-4, 33-8, 66-129-2

190-80 NEUHAUS Interconnect Intercept, PHASE II - WESTGATE - WASHINGTON HEIGHTS ----------16-5, 34-9, 66-129-2

191-80 NEUHAUS Interconnect Intercept, PHASE III - FEICHTER'S - LEESBURG RD. ----------16-6, 34-9, 66-129-2

192-80 N. MAUMEE Interconnect Intercept PHASE I & II ----------27-12, 55-2A, 7-94-1A, 101-6

193-80 TRIER DITCH Interconnect Intercept, TRIER DITCH - MOELLER RD. ----------27-13, 55-2B, 7-94-1B, 101-6

194-80 TRIER DITCH Interconnect Intercept, TRIER DITCH - MEYER RD. ----------27-14, 55-2C, 7-94-1C, 101-6

195-80 CASSEL HEIGHTS ----------27-15, 55-2D, 7-94-1D, 101-6

196-80 TRIER DITCH - COLONY HEIGHTS ----------27-16, 55-2E, 7-94-1E, 101-6

197-80 ANTHONY WAYN Pump Station ----------27-17, 55-2F, 7-94-1F, 101-6

SEWER EASEMENT RESOLUTIONS - continued

198-80 TRIER DITCH Interconnect Intercept - TRIER RIDGE Pump Station - PAULDING RD. ----------27-18, 55-26, 73-34, 94-1G, 101-6

199-80 TRIER DITCH Interconnect Intercept, ZUBER'S ADDITION ----------28-19, 56-2H, 73-34, 94-1H, 101-6

200-80 TRIER DITCH Interconnect Intercept RIDGEVIEW HEIGHTS ----------28-20, 56-2I, 73-34, 94-1I, 101-6

201-80 GLENWOOD PARK Lift Station ----------28-21, 56-2J, 73-34, 94-1J, 101-6, 214-26

202-80 JUNK DITCH Interconnect Intercept ----------41-12, 76-5A, 88-6, 103-1A, 158-1A

203-80 COVINGTON RD. - COUNTRY CLUB ----------41-13, 76-5B, 88-6, 103-1B, 158-1B

204-80 COUNTRY CLUB - LANGFORD OAKS ----------41-14, 76-5C, 88-6, 103-1C, 158-1C

205-80 POPLAR RIDGE ADDITION, SECTIONS I & II ----------41-15, 76-5D, 88-6, 103-1D, 158-1D

206-80 ANSLEY ACRES - LAGRO RESERVE ----------41-16, 76-5E, 88-6, 103-1E, 158-1E

207-80 JUNK DITCH Interconnect Intercept ----------42-17, 76-5F, 88-6, 103-1F, 158-1F

208-80 ELMCREST ADDITION ----------42-18, 76-5G, 88-6, 103-1G, 158-1G

209-80 WESTWOOD ADDITION ----------42-19, 76-5H, 88-6, 103-1H, 158-1H

210-80 LINDEN DR., ETHEL AVE., IRENE ST. - LINCOLN PARK ADDITION ----------51-12, 75-4, 83-3

211-80 COVINGTON RD. - COUNTRY CLUB ----------158-2, 176-2, 223-14

SEWER RESOLUTIONS

302- KRUGE PLACE ADDITION - SAVOIE'S SUBDIVISION Sanitary ----------73-35

303-78 MONARCH PARK ----------224-21

304-78 ARDMORE - COVINGTON AREA ----------72-24, 204-6

307-79 RANCHWOOD Sanitary, PHASE I ----------8-30, 36-22, 37-1

309-79 HARBER DITCH Sanitary PHASE III ----------7-21, 36-26, 70-9, 220-18

310-80 ST. JOE Interconnect Intercept, PHASES I, II, III, & IV ----------12-8, 12-9, 12-10, 12-11, 24-2, 38-9, 78-2A, 78-2B, 78-2C, 119-6, 122-10, 139-11, 139-12, 139-13, 157-27, 161-8, 161-9, 174-13, 186-9A, 186-9B, 186-9C, 204-7, 204-8, 218-10A, 218-10B, 218-10C, 218-10D

311-80 RANCHWOOD Sanitary ----------12-12, 78-2D, 196-17, 223-8

312-80 CONCORDIA GARDENS Sanitary ----------12-13, 78-2E, 120-7, 139-14, 161-10, 186-9G, 205-9, 218-10E

313-80 MARDEGO - MANDEGO - LIMBERLOST ----------12-14, 78-2F, 120-8, 140-15, 161-11, 186-9D, 218-10F

314-80 WATERSWOLDE, NORTHWOOD PARK, ROUSSEAU SUBDIVISION, HOLLYWOOD MAYFIELD PLAZA, and BEVERLY HEIGHTS - PHASE I & II ----------13-15, 78-2G, 78-2H, 120-9, 140-16, 140-17, 161-12, 161-13, 186-9E, 196-18, 205-10, 218-10G, 223-7

SEWER RESOLUTIONS - continued

315-80 ALDALE ACRES and DAU'S SUBDIVISION ADDITION ----------13-16, 78-2I, 1
162-14, 186-9E,
218-10H

316-80 CINDERELLA VILLAGE ----------13-17, 78-2J,
218-10I

317-80 AUER and McADAMS HIGHLAND GROVE ----------13-18, 78-2K,

318-80 Pump Station Elimination ----------13-19, 117-2,
124-6,218-K

319-80 NORTHCREST Pump Station Elimination ----------13-20, 117-2,
124-7

*
321-80 Rehabilitation of Sewers SSES Subsystems BS, CS, NS, and OS ----------13-22, 78-2M,
120-10, 140-20,
162-16

323-80 SPY RUN Interconnect Intercept ----------19-6, 26-6, 65-
78-3A, 120-11,
139-8, 186-10A,
219-11A, 162-1

324-80 HIGHVIEW PARK ADDITION ----------19-6, 26-7,
65-51B, 78-3B,
222-5

325-80 ELKRIDGE ADDITION ----------19-6, 26-8, 39-
46-48, 65-51C,
78-3C

326-80 Rehabilitation of Sewer Subsystems ----------19-6, 26-7, 26-
65-51D, 78-3D,
196-19, 223-6

327-80 NEUHAUS Interconnect Intercept, PHASE I ----------19-6, 26-9,
65-51E, 78-3E,
139-9, 162-18,
186-10B, 219-1

328-80 NEUHAUS Interconnect Intercept, PHASE II----------19-6, 27-10, 6
78-3F, 139-10,
162-19, 186-10
219-11C

329-80 NEUHAUS Interconnect Intercept, PHASE III ----------19-6,27-11, 65-
78-3G, 186-10D,
219-11D

330-80 N. MAUNEE Interconnect Intercept, PHASE I & II----------45-42, 49-1A, 4
90-25, 96-6A,
163-20, 187-11
187-11B, 205-1
219-12A, 219-1

331-80 TRIER DITCH - MOELLER RD. ----------45-42, 49-1C, 9
96-6C, 163-21,
187-11C, 219-1

332-80 TRIER DITCH Interconnect Intercept ----------45-42, 49-1D, 9
96-6D, 187-11D,
219-12D

333-80 CASSEL HEIGHTS ----------45-42, 49-1E,
90-25, 90-6E

334-80 TRIER DITCH - TRIER DITCH COLONY HEIGHTS ----------45-42, 49-1F,
90-25, 96-6F

335-80 ANTHONY WAYNE Pump Station ----------45-42, 49-1G,
90-25, 96-6G

336-80 TRIER DITCH - TRIER RIDGE Pump Station ----------45-42, 49-1H,
90-25, 96-6H, 1
187-11E, 219-1

* 320-80 PATTON TRAILER ----------13-21, 78-2L,
140-19, 162-15

SEWER RESOLUTIONS - continued

337-80 TRIER DITCH - ZUBER'S ADDITION ----------45-42, 49-1I, 90-25, 96-6I, 187-11F, 219-12F

338-80 RIDGEWOOD HEIGHTS ----------45-42, 49-1J, 90-25, 96-6J, 163-23, 187-11G, 219-12G

339-80 GLENWOOD PARK - Lift Station Elimination ----------45-42, 49-1K, 90-25, 96-6K, 163-24, 187-11H, 219-12H

340-80 Rehabilitation of Sewer Subsystems LS, MS, PS, QS, RS, SS, and TS ----45-42, 49-1L, 90-25, 96-6L

341-80 JUNK DITCH Interconnect Intercept ----------6-10, 15-38, 32-4, 77-1, 85-3A, 100-3A

342-80 COVINGTON RD. - COUNTRY CLUB ADDITION ----------6-11, 15-38, 32-4, 77-1, 85-3B, 100-3B

345-80 COUNTRY CLUB - LANGFORD OAKS ----------6-12, 15-38, 32-4, 77-1, 85-3C, 100-3C, 188-19, 219-12A

347-80 POPLAR RIDGE ADDITION, SECTIONS I & II ----------6-13, 15-38, 32-4, 77-1, 85-3D, 100-3D, 219-12B

348-80 LAGRO ADDITION ----------6-14, 15-38, 32-4, 77-1, 85-3E, 100-3E, 219-12C

349-80 SPRUNGER Lift Station Elimination ----------6-15, 15-38, 32-4, 77-1, 85-3F, 100-3F, 219-12D

350-80 ELMCREST ADDITION ----------6-16, 15-38, 32-4, 77-1, 85-3G, 100-3G, 219-12E

351-80 WESTWOOD ADDITION ----------6-17, 15-38, 32-4, 77-1, 85-3H, 100-3H

352-80 Rehabilitation of Sewers SSES Subsystems FS, IS, and US ----------6-18, 15-38, 32-4, 77-1, 85-3I, 100-3I

880-80 LINCOLN PARK ADDITION ----------51-11, 75-3, 84-4

882-80 DALE DR. Main Sewer ----------56-3, 83-1, 99-1

SPECIAL RESOLUTIONS

69-171-3 new curbwalks with ramps on NE and NW corner of PONTIAC and HANNA ST. ----------21-7

70-2-6 vacate alley lots #9 and 8 in TREATMAN and WAGNERS ADDITION ----------2-6

70-6-9 vacate street lot 12 and 13 ARNOLDS SUBURBAN ADDITION ----------6-9

70-23-21 request by AL LAPSLEY to construct additions to HANNA SCHOOL ANNEX ----------23-21

70-34-12 vacate street KINNAIRD AVE., BROOKLYN AVE., and VESEY AVE. ---------34-12

70-44-36 national policy on color coding for roadway cuts and utility policy ----------44-36

70-71-20 vacate alley south of CREIGHTON AVE., between Hanna St. and Weisser Park Ave. ----------71-20

70-73-35 KRUGE PLACE ADDITION - SAVOIE'S SUBDIVISION sanitary sewer resolution 302 ----------73-35

70-73-37 resolution for establishing 2 items ----------73-37

70-97-11 vacate alley by WHITES 2ND ADDITION to the west and VORDERMARKS ADDITION on the east ----------97-11

70-97-14 deletion of truck routes for city of Ft. Wayne ----------97-14

70-106-20 interest rates on BARRETT LAW PROJECTS at least ½ the local prime rate but no lower than 7% ----------106-20

70-110-7 vacate alley between lot 391 and 392 in HANNA'S ADDITION ----------110-7

70-145-16 vacate a part of WILDWOOD AVE. and an alley extending southward from WILDWOOD ----------145-16

70-145-17 GLENWOOD PARK Lift Station Elimination ----------145-17

70-169-17 purchase of INBALCO ----------169-17

70-191-4 vacate the alley which abuts 2107 COVINGTON RD. ----------191-4

70-203-4 local connection fee is established plus permit fee. Resolution #304-78 incorporated with others ----------203-4

70-220-19 public hearing on the vacation of DODGE between Inwood and U.S. #30 ----------220-19

70-221-25 USEPA signatory decided ----------221-25

STREET LIGHTING RESOLUTIONS

140-80 NORTHWEST CENTRAL, PHASE IV ----------64-45, 125-10

141-80 EAST CENTRAL, PHASE V ----------64-44

142-80 NEBRASKS NEIGHBORHOOD, PHASE V ----------3-10, 3-12, 15-36

146-80 CITY'S STREET LIGHTING MAINTENANCE CONTRACT ----------17-8, 41-9

147-80 CRESTWWOD COLONY ADDITION, PHASE I and II ----------7-19, 37-4, 55-1, 70-7, 82-21, 101-4, 133-17, 155-14, 164-32, 224-16

148-80 SHAWNEE DR. from Killea St. to Oakdale Dr. ----------35-13, 66-2, 84-5, 91-3, 93-14, 96-5, 111-9, 196-12, 224-17

149-80 VILLAGE WOODS AREA (MAPLE GROVE AVE., WERLING DR., HESSEN CASSEL RD., CAPITOL AVE., etc.) ----------99-2, 107-3, 119-5, 124-4, 133-14, 224-18

150-81 NW CENTRAL, PHASE V IMPACT AREA ----------116-19, 128-5, 131-5, 145-19

151-81 EAST CENTRAL PHASE VI IMPACT AREA ----------132-9, 148-4, 153-5, 169-14

152-81 PEMBERTON from Niagara to Lake ----------167-3, 183-1, 191-1, 203-2

155-81 WEST CENTRAL AREA (Wayne, Berry, and Rockhill Sts.)----------195-11, 211-5, 217-5

WATER RESOLUTIONS

1016-79 LUDWIG RD. ADDITION - Notice of Water Main Extension ----------52-22

1017-80 LUDWIG PARK DR. from Sharon Dr. ----------29-30, 29-31, 66-4

1020-80 OLLADALE DR. from Betty Dr. ----------88-10, 112-3, 121-2, 196-16

1021-80 KELMAR DR., MASON DR. ----------7-24

1022-81 BUTZ SUBDIVISION ----------146-23, 170-1, 190-6, 195-7, 207-9

1023-80 ORLANDO DR. between Sharon Dr. and State Highway #3 (Lima Rd.) ------5-6, 37-3, 59-7, 69-5, 105-8, 150-11, 190-5

ST. LIGHTING RES.
WATER ETC.
SEWER PERMITS
STREET PERMITS
WATER CONTRACTS

SEWER TAP PERMITS

SC-70-3	Fourteen Twenty-Four Corp.	4.15 acres	$304.69	81-13A
SC-71-78	Joseph Zurgolo	3651 N. Clinton		81-13B
SC-72-4	Riviera Plaza, Inc.		$12,287.30	81-13C
SC-64-3	Alton P. Hower & Fortmeyer, Inc.		$1,207.65	81-13D
SC-70-2	Advance Construction Co.	2910 Lake Ave.	$1,509.37	90-24
SC-72-3	Diversified Utilities	6135 Illinois	$688.50	111-10
	Meister-Graber, Inc.		$2,164.69	81-13E

SEWER AGREEMENTS

Sewer Extension for KINGSTOWN VILLAGE, PHASE I ----------2-9

BAER FIELD WEST Sanitary Sewer Extension ----------23-19, 116-18

Perpetual maintenance between NORTH EASTERN INVESTMENTS, INC. and CITY for construction of Storm Detention Basin for all lots in SUMMERFIELD ----------32-5

Detention Pond Maintenance between CITY and PAYLESS CASHWAYS, INC. ----------54-34

Storm Sewer Estension, Sanitary Sewer Estension, and Water Main Estension by and between DEVONSHIRE CORP. and CITY (Westmoor Extension Addition - Edenton Dr., Dresden Ln. N. Glendale Dr., Reckeweg Rd., and Ridgelane Dr. Area) ----------111-12

SPECIAL SEWER PERMITS

BAER FIELD WEST Sanitary - M & G Properties ----------89-16, 110-4,

BLUFFTON RD. at FAIRFIELD Sanitary - Hipskind Asphalt ----------163-25

BRIGHTON MEADOWS Sanitary - Pond Construction Co. ----------22-15

BLOCK II CIVIC CENTER Combination Reroute - Moellering, Const.----------196-13

COLDWATER PARTY CENTER Storm and Sanitary - R. W. Kain, Inc. ----------81-15

DIEHM MUSEUM Sanitary Extension - Lengacher Const. Co. ----------63-35

ENGLE RIDGE INDUSTRIAL PARK., SECTION C Sanitary - Engle Ridge Corp. ----------44-37, 125-12

ETHEL AVE. Sanitary - Leininger Excavating ----------157-25, 224-19

FEINHILL Sewer Ext. Sanitary - T-G Excavating, Inc. ----------28-26

FREEMAN ST. Sanitary - Osborne Realty Co. ----------89-17

FUTURE PARKING GARAGE for LUTHERAN HOSPITAL Combination Sewer - Bercot - Gibson ----------13-24

GENEVA - COUNTRY CLUB AREA Sanitary - Steven B. Schroeder ----------89-19

* GLADIEUX REFINERY Storm - C. A. Lehman & Sons ----------164-35

HARRIS RD. south of SUNDOWN LANE Sanitary - Robert O. Locke ----------60-14

HELMS EXPRESS Sanitary - R. W. Kain ----------221-24

HICKORY MILLS APTS. Sanitary - Gene Keller & Sons, Inc. ----------179-12

HOLY SCRIPTURE LUTHERAN CHURCH Sanitary - Landmark Home, Inc. ----------209-16

INWOOD DR. - FOREST AVE. Storm - R. W. Kain, Inc. ----------52-24

KINDER CARE - SHOAFF PARK RIVER DR. - A. D. Delegrange Const., Inc. ----------7-22

KINNERK RD. Estension Sanitary ----------202-22

* GENEVA STREET Sanitary Extension - T-F Excavating, Inc.----------135-28

SPECIAL SEWER PERMITS - continued

KNIGHTS INN Sanitary - Brooks Const. Co., Inc. ----------101-9

J. C. KOHR MEMORIAL YOUTH CENTER Sanitary ----------188-21

KROEMER RD. Sanitary - R & W Const. Co. ----------141-27

3737 LAKE AVE. Storm - CSC Realty Co. ----------90-20

LINCOLN INDUSTRIAL CENTER Sanitary - Inverness Investors, Inc. ----------108-4

LOWER HUNTINGTON RD. Sanitary - Earl Baker Trenching & Excavating ----------145-18, 201-15

LUTHERAN HOSPITAL Reroute combination - Bercot Gibson Const. Co. ----------179-13

MARINER'S RIDGE, SECTION III - Scheidleman Excavating, Inc. ----------192-8

NELSON MINNICK Sanitary - C. A. Lehman & Sons, Inc. ----------157-26

OAK GROVE VILLAS Sanitary - John Hartman Const. Co. ----------63-36

OLYMPIA HEIGHTS Storm and Sanitary - Bercot, Inc. ----------122-9

PLUMWOOD APTS. Storm & Sanitary - Cardinal Industries ----------64-42, 169-12

RICHFIELD APTS. Sanitary - Gene B. Glick Co., Inc. ----------44-41

SENECA HILLS, SECTION V Sanitary- Porter Const., Inc. ----------35-17, 146-24

SENECA HILLS, SECTION V Storm - Porter Const., Inc. ----------35-18

SENIOR CITIZENS CENTER Sanitary - Vercot, Inc. ----------164-27

SOUTHTOWN MALL Sanitary - Melvin Simon & Associates, Inc. ----------89-18

SPRUNGER AVE. - John Dehner, Inc. ----------188-22

STONE POINT VILLAGE APT. PROJECT Storm & Sanitary - Scheidleman Excavating ----------214-29, 215-30

SUMMERFIELD I, PHASE II Sanitary - North Eastern Const. Co., Inc. ----------53-28

SUMMERFIELD, SECTION II Storm and Sanitary - North Eastern Investments, Inc. --14-25, 135-27

4410 TIELKER RD. Sanitary - Joe Watkins Excavating, Inc. ----------64-41

UNIVERSITY MEDICAL PARK Sanitary - Gary R. Pulfer ----------74-39

UNIVERSITY MEDICAL PARK Sanitary - Brooks Const. Co., Inc. ----------125-11

WOODMONT OADS Sanitary - Graber Homes ----------8-32

STREET PERMITS

Aurora Knoll Ln. - Summerfield I, Phase I & II ----------82-18

Bethany Lane - Summerfield Section II ----------115-10

Essex Lane - Tara Apts. ----------86-6

Heatherwind-St. Richfield Apts. ----------60-13

Larch Ln. - Summerfield I, Phase I & II ----------82-18

Normandale Dr. - Seneca Hills, Sec. V ----------64-47

Owl Tree Place - Summerfield Section II ----------115-10

Patrick Lane - Seneca Hills, Section V ----------64-47

Point West Dr., Phase I & II - Westwind Apts. ----------9-35

Ridgemont - Summerfield I, Phase I & II ----------82-18

Thaxton Place - Summerfield I, Phase I & II ----------82-18

Trich Ave. - Seneca Hills, Section V ----------64-47

Wood Rim Run - Summerfield, Section I & II ----------82-18, 115-10

WATER WORKS IMPROVE
WATER QUALITY
COMP
STREET PERMITS
WATER CONTRACTS

WATER CONTRACTS

7811 SHANNONSIDE, SEC. II amended ----------60-16

7920 RACQUET DR. ----------73-36

8003 NEWFIELD Ext. Water Main ----------61-18

8005 FERNHILL AVE between Wells and Northrup Ave. ----------14-31, 93-11, 93-13

8006 SENECA HILLS, SECTION IV & V ----------61-17

8007 OLYMPIA HEIGHTS - HARRIS RD. Water Main ----------92-8, 115-11

8009 SUMMERFIELD ADDITION, SEC I PH II(Larch Lane, Ridgemont Dr., Wood Rim Run, and Aurora Knoll) ----------35-15, 142-3

8010 SUMMERFIELD ADDITION, SECTION II (Bethany Lane, Owl Tree Place, and Wood Rim Run) ----------35-16, 214-28

8011 VILLAGE of BUCKINGHAM, SECTION I, PHASE I (Woodlake, E. State)----------105-10

8012 HEATHERWIND DR. from REED RD. ----------71-21

8013 VICKSBURG PIKE Water Main ----------41-11, 150-16

8015 LAKEHURST DR., from Vermont Lane (PLUMWOOD APTS.) ----------71-22, 164-26

8016 ENGLE RIDGE INDUSTRIAL PARK "C" ----------156-19, 174-8

WATER RESOLUTION CONTRACTS

79-XP-2 WASHINGTON CENTER RD. / HUGUENARD RD. ----------150-13

79-XP-3 W. MAIN ST. ----------52-23, 90-23

80-XP-1 LEY RD. between MERCHANDISE DR. and INDUSTRIAL RD. ----------38-8, 59-6, 61-111-11, 133-18

WATER WORKS IMPROVEMENTS

McNAMEE, PORTER, & SEELEY - Engineering Services
AMENDMENT #1
70-10-210-01-"
77-W-I, II, & III

25	$26,954.79	8-28
26	23,320.77	43-33
27	12,831.73	72-26
28	19,413.21	92-9
	11,721.64	134-25

77-W- II, III, & IV

	$14,274.30	115-9
31	13,842.51	155-15
32	13,075.66	179-14
33	14,194.36	200-34
34	10,442.08	223-10

McNAMEE, PORTER, & SEELEY - Consulting Engineers
WATER FILTRATION PLANT - 77-W-2
HAGERMAN/SHAMBAUGH - General Construction

		Escrow	
20	$811,948.85	$42,734.15	6-8
21	758,161.75	39,903.25	41-8
C. O. 10	12,536.00		42-20
C. O. 11	29,047.00		63-33
22	430,007.05	22,631.95	72-23
23	214,864.35	11,308.65	93-15
C. O. 12	2,738.00		98-18
24	234,028.70	12,317.30	116-20
25	211,675.53	11,140.82	134-23
26	251,224.65	13,222.35	156-16
C. O. 13	55,226.00		164-30
27	223,619.55	11,769.45	180-15
C. O. 14	7,704.00		200-8
C. O. 15	1,715.00		209-12
28	174,482.70	9,183.30	109-17
C. O. 16	time ext.		212-9
C. O. 17	20,089.00		212-10

McNAMEE, PORTER, & SEELEY - Consulting Engineers
ST. JOSEPH DAM & PUMP STATION - 77-W-3
SHAMBAUGH & SONS, INC. - General Construction

		Escrow	
14	$15,198.10	$ 799.20	5-7
15	26,653.18	1402.80	40-7
16	76,258.84		74-40
	escrow release	$24,058.13	74-40
17	7,411.74		92-5
18	4,753.00		134-21
19	16,027.04		200-9

McNAMEE, PORTER, & SEELEY - Consulting Engineers
ST. JOE DAM - 77-W-4
WORTHINGTON PUMP CORP.

4	$13,150.35	92-6
5	18,606.25	134-22

WATER QUALITY CONTRAL PROJECTS

HOWARD, NEEDLES, TAMMEN, & BERGENDOFF - (Steeg Division) - Consulting Engineers
WATER POLLUTION CONTROL PLANT ADDITION - DIVISION I
HAGERMAN-SHAMBAUGH - General Construction

54	$ 56,225.07	$2,959.21	53-29
C. O. 25	121,170.00		216-2
C. O. 26	20,256.00		216-3
C. O. 27	169,919.00		216-4

HOWARD, NEEDLES, TAMMEN, & BERGENDOFF - (Steeg Division) - Consulting Engineers
WATER POLLUTION CONTROL PLANT EXPANSION - (C-180538-01)
ENGINEERING SERVICES - 71-01-310-01-0-"

94	$791.59	52-21
	acceptance agreement	74-38
	acceptance agreement	106-19
	acceptance agreement	210-21

HOWARD, NEEDLES, TAMMEN, & BERGENDOFF - (Steeg Division) - Consulting Engineers
STEP 2 EFFORT - (C-180774-02)
78-08-310-01-0-"

29	$ 4,021.85	110-8
30	2,500.00	140-21
31	21,247.84	174-12
32	24,557.59	187-12
33	20,199.67	220-15

HOWARD, NEEDLES, TAMMEN, & BERGENDOFF - (Steeg Division) - Consulting Engineers
STEP 3 EFFORT - (C-180774-03)

agreement	36-17
receive plans and specs.	126-2
receive bids	166-1
award delayed	171-1, 177-1,

SPECIAL PROJECTS

BUTLER, FAIRMAN, SEUFERT, INC. - Consulting Engineers
EWING - FAIRFIELD - WELLS ST. BRIDGE
MOELLERING CONSTRUCTION CO., INC. - General Construction

11	$79,212.65	14-32
12	29,501.97	43-28
13	68,642.34	80-10
14	17,708.29	97-10
15	7,837.51	116-16
16	17,413.90	141-22
17	4,165.65	164-29
18	8,804.84	180-18
19	76,219.78	209-18
additional work	2,553.50	220-14

BUTLER, FAIRMAN, SEUFERT, INC. - Consulting Engineers
EWING - FAIRFIELD - WELLS ST. BRIDGE
CONSOLIDATED RAIL CORPORATION

7	$14,601.11	133-16

BUTLER, FAIRMAN, SUEFERT, INC. - Consulting Engineers
EWING - FAIRFIELD - WELLS ST. BRIDGE
ENGINEERING SERVICES

	$1,476.00	22-11
	1,900.50	80-9
	1,233.75	80-11
	1,564.50	124-8
	747.00	179-11
	1,383.75	195-8
	1,476.00	213.20

BUTLER, FAIRMAN, SEUFERT, INC. - Consulting Engineers
EWING - FAIRFIELD - WELLS ST. BRIDGE
SNOUFFER, HALLER, & COLVIN

	$32.00	157-23
	32.00	223-11

GIBSON, TOURNEY, KIM, INC. - Consulting Engineers
CIVIC CENTER PARKING GARAGE - 67-189-14
HAGERMAN CONSTRUCTION CORPORATION - General Construction

10	$403,014.00	21-4
11	209,337.00	53-26
12	90,083.00	
release escrow	118,066.00	122-11
C. O. 7		122-12

GIBSON, TOURNEY, KIM, INC.
CIVIC CENTER PARKING GARAGE - 67-189-14
ENGINEERING FEES

	$4,682.78	21-5
	1,172.84	52-20

REID, QUEBE, ALLISON, WILCOX, & ASSOCIATES, INC.
COMBINED SEWER OVERFLOW STUDY - (C-180775-01)

3	$31,258.25	$5,516.16	63-37
4	11,075.08	1,954.42	90-21
5	7,378.14		97-13
6	6,569.23	1,159.28	133-19
7	7,028.22	1,240.28	133-15
8	18,552.15	3,273.91	192-4
Add. 2			169-16
Add. 3	47,461.00		215-32
Add. 4	21,177.00		215-33

REID, QUEBE, ALLISON, WILCOX, & ASSOCIATES, INC.
COMBINED SEWER OVERFLOW STUDY
COMPUTER RIVER MODEL

	$31,174.56	63-38

CLARK DIETA ENGINEERS
MODIFIED LAKESIDE FACILITY PLAN
PROFESSIONAL ENGINEERING SERVICES

	$5,000.00	101-8

70-221-27 H.I.

ADVERTISEMENT FOR BIDS - NOTICE TO BIDDERS

Notice is hereby given by the Board of Public Works of the City of Fort Wayne, Indiana, that sealed bids will be received by the Board at its office in the City-County Building on the 6th day of August, 1981, at 10:00 a.m. for the collection, removal and disposal of solid waste, including garbage, rubbish and household rubbish, from each residence, apartment complex and mobile home court, etc. Contractors are invited to submit their bids on various propositions with respect to terms and period of contract beginning January 1, 1982, as per specifications on file in the office of the Board of Public Works, which are by reference incorporated herein.

Bidders may obtain a copy of said specifications prior to submitting their bids.

The Board reserves the right to accept any proposal, or to reject any or all proposals.

BOARD OF PUBLIC WORKS

Roberta Anderson Staten, Member

Betty R. Collins, Member

ATTEST: Sandra R. Kennedy, Clerk

70-221-25 H.I
6/24/81

RESOLUTION NO. 70-221-25

BE IT RESOLVED, by the Board of Public Works of the CITY OF FORT WAYNE, Indiana that either/or member of the Board is hereby designated to be the authorized signatory in behalf of the CITY OF FORT WAYNE on any instruments or documents pertaining to USEPA Grants for Sewage Works. The aforesaid signatory is further authorized to execute any subsequent documents pertaining to said USEPA Grants for the CITY OF FORT WAYNE.

APPROVED this 24th day of June, 1981.

A True copy is incorporated herein.

BOARD OF PUBLIC WORKS

Chairman

Roberta Anderson Staten

Roberta Anderson Staten, Member

Betty R. Collins

Betty R. Collins, Member

ATTEST:

Sandra E. Kennedy

Sandra E. Kennedy, Clerk

70-218-9 H.I
6/24/81

IMPROVEMENT RESOLUTION

FOR STREETS

NO. 5915 - 1981

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA that it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

(1) THIEME DRIVE - From the north property line of Berry Street to the north curb line of Washington Blvd.

(2) THIRD STREET - From the west curb line of Wells Street to the west property line of Orchard Street.

(3) BURGESS ST. - From the west curb line of St. Marys Avenue to the west property line of Degroff Street.

with Hot Asphalt Binder (as per design mix formula)
with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne, Indiana from monies appropriated from C.D.& P. Funds.

ADOPTED, this 24th day of June, 1981.

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

Member

Robert Anderson Stalter
Member

Billy P Collins
Member

ATTEST: Sandra E Kennedy
Secretary & Clerk

2 4

70-218-8 H.I
6/24/81

IMPROVEMENT RESOLUTION

FOR STREETS

NO. 5914 - 1981

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

(1) OLIVER STREET - From the north property line of McKee Street to the north curb line of Drexel Avenue.

(2) ST. MARTINS ST. - From the east curb line of Lafayette Street to the west curb line of Hanna Street.

(3) SMITH STREET - From the north curb line of Pontiac Street to the south curb line of Creighton Avenue.

(4) OLIVER STREET - From the south curb line of Creighton Avenue to the south curb line of Emily Street.

with Hot Asphalt Binder (as per design mix formula)
with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne, Indiana from monies appropriated from C.D.& P. Funds.

ADOPTED, this 24th day of June, 1981.

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

Member

Member

Member

ATTEST: Sandra E. Kennedy
Secretary & Clerk

70-217-7 H.I
6/24/81

IMPROVEMENT RESOLUTION

FOR STREETS

NO. **5913** - 1981

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

(1) CREIGHTON AVE. - From the east curb line of Lafayette Street to the west curb line of Hanna Street.

(2) DEWALD ST. - From the east curb line of Lafayette Street to the west curb line of Hanna Street.

(3) BOLTZ STREET - From the east curb line of Lafayette Street to the west curb line of Warsaw Street.

(4) COLERICK ST. - From the east curb line of Lafayette Street to the west curb line of Warsaw Street.

(5) WILDWOOD AVE. - From the east curb line of Lafayette Street to the west curb line of Warsaw Street.

(6) WARSAW ST. - From the north curb line of Creighton Avenue to a point 50 feet north of the north curb line of DeWald St.

with Hot Asphalt Binder (as per design mix formula)
with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne, Indiana from monies appropriated from C.D.& P. Funds.

ADOPTED, this 24th day of June, 1981.

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

Member

Betty R. Collins
Member

Robert N. Anderson Stater
Member

ATTEST: Sandra E. Kennedy
Secretary & Clerk

246

IMPROVEMENT RESOLUTION 70-217-6 H.I. 6/24/81

FOR STREETS

NO. 5912 - 1981

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, That it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

(1) OAK STREET - From the east curb line of Division Street to the west curb line of Ohio Street.

(2) HUGH STREET - From the east curb line of Harmar Street to the east property line of Chute Street.

(3) GAY STREET - From the south curb line of Lewis Street to the north curb line of Hugh Street.

(4) ELIZA ST. - From the west property line of Gay Street to the east property line of Ohio Street.

(5) HARMAR ST. - From the south curb line of Lewis Street to the north curb line of Hayden St.

with Hot Asphalt Binder (as per design mix formula)
with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne, Indiana from monies appropriated from Community Development and Planning Funds.

ADOPTED, this 24th day of June, 1981.

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

Member

Betty R. Colleen
Member

Robert W. Anderson Ratio
Member

ATTEST: Sandra E. Kennedy
Secretary & Clerk

7C-215-32 H.I.
6/11/81
S-172-81
7-28-81

ADDENDUM NO. 4
TO THE ENGINEERING AGREEMENT OF
REID, QUEBE, ALLISON, WILCOX & ASSOCIATES, INC.
AND THE CITY OF FORT WAYNE

WHEREAS, the consulting engineering firm of Reid, Quebe, Allison, Wilcox & Associates, Inc., hereinafter called the "Engineer," has been retained by the City of Fort Wayne, Indiana, hereinafter called the "Owner," under an Agreement dated June 25, 1979, and amended by Addenda No. 1, 2, and 3; and

WHEREAS, the Owner directed the Engineer, by letter of July 31, 1980, to provide services not included in the Agreement, as amended; and

WHEREAS, the Owner desires the Agreement to be modified to include these services and the Engineer's compensation therefor;

NOW THEREFORE, the Owner and the Engineer do mutually agree that the Agreement, as amended, is hereby modified as hereinafter set forth.

SECTION 1
SCOPE OF WORK

1.1 The services required of the Engineer pursuant to the Agreement, as amended, shall remain in effect and shall not be changed by this Addendum. This Addendum provides for additional services to be provided by the Engineer.

1.2 The Engineer shall, as directed by the Owner, provide additional services to intensify his effort to satisfactorily calibrate the computer river model, as described in the amended Agreement, within such time deadlines as requested by the Owner. These additional services shall include the gathering and processing of data, the rental of data gathering equipment and the subcontracting of computer services, all as deemed necessary by the Engineer.

SECTION 2
PAYMENTS TO THE ENGINEER

2.1 The compensation identified in the Agreement, as amended, as allowable for "Professional Services" and for "Reimbursables" shall be considered as one total amount available for reimbursement of allowable costs in either category.

2.2 Due to the increased scope of work required by this Addendum, the maximum amounts payable to the Engineer for services provided shall be increased according to the following schedule:

06.16.81-0310A-6685a

	Basic Agreement plus Addenda 1, 2, & 3	Addendum 4	Total
Professional Services not including Fixed Fee	311,696.00	27,110.00	338,806.00
Fixed Fee	43,889.00	4,067.00	47,956.00
Total	355,585.00	31,177.00	386,762.00

IN WITNESS THEREOF, the parties hereto have executed this Addendum No. 4 on the 16th day of June, 1981 and set their hand below.

ENGINEER:
REIO, QUEBE, ALLISON, WILCOX & ASSOCIATES, INC.

John B. Allison
John B. Allison, Exec. Vice President

ATTEST:

J. Edward Doyle
J. Edward Doyle,
Secretary-Treasurer

CITY OF FORT WAYNE, INOIANA
BOARO OF PUBLIC WORKS:

Robert A. Anderson, Mayor

Betty R. Collins

ATTEST:

Sandra E. Kennedy
Sandra E. Kennedy, Clerk

COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER U.S. EPA GRANTS
(See accompanying instructions before completing this form)

Form Approved
OMB No. 158-R0144

PART I - GENERAL

1. GRANTEE CITY OF FORT WAYNE, INDIANA	2. GRANT NUMBER
3. NAME OF CONTRACTOR OR SUBCONTRACTOR REID, QUEBE, ALLISON, WILCOX & ASSOCIATES, INC.	4. DATE OF PROPOSAL June 11, 1981
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR *(Include ZIP code)* 3901 INDUSTRIAL BOULEVARD INDIANAPOLIS, IN 46254	6. TYPE OF SERVICE TO BE FURNISHED

PART II - COST SUMMARY

7. DIRECT LABOR *(Specify labor categories)*	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
Senior Project Engineer	44	$ 16.35	$ 719.40	
Engineer II	191	9.55	1824.05	
Technician II	290	5.85	1696.50	
SUBTOTAL			4239.95	
Estimated Technician II Overtime Costs	119	2.925	348.07	
DIRECT LABOR TOTAL:				$ 4588.00

8. INDIRECT COSTS *(Specify indirect cost pools)*	RATE	× BASE =	ESTIMATED COST	
	1.305	$ 4239.95	$ 5533.13	
INDIRECT COSTS TOTAL:				$ 5533.00

9. OTHER DIRECT COSTS

a. TRAVEL	ESTIMATED COST	
(1) TRANSPORTATION	$	
(2) PER DIEM	$	
TRAVEL SUBTOTAL:	$	

b. EQUIPMENT, MATERIALS, SUPPLIES *(Specify categories)*	QTY	COST	ESTIMATED COST	
Meter Rental		$	$ 12,206.00	
EQUIPMENT SUBTOTAL:			12,206.00	

c. SUBCONTRACTS	ESTIMATED COST	
EMA, Inc.	$ 4,783.00	
SUBCONTRACTS SUBTOTAL:	$ 4,783.00	

d. OTHER *(Specify categories)*	ESTIMATED COST	
	$	
OTHER SUBTOTAL:	$	
e. OTHER DIRECT COSTS TOTAL:		$ 16,989.00

10. TOTAL ESTIMATED COST	$ 27,110.00
11. PROFIT	$ 4,067.00
12. TOTAL PRICE	$ 31,177.00

PART III - PRICE SUMMARY

13. COMPETITOR'S CATALOG LISTINGS, IN-HOUSE ESTIMATES, PRIOR QUOTES *(Indicate basis for price comparison)*	MARKET PRICE(S)	PROPOSED PRICE
		$

PART IV - CERTIFICATIONS

14. CONTRACTOR

14a. HAS A FEDERAL AGENCY OR A FEDERALLY CERTIFIED STATE OR LOCAL AGENCY PERFORMED ANY REVIEW OF YOUR ACCOUNTS OR RECORDS IN CONNECTION WITH ANY OTHER FEDERAL GRANT OR CONTRACT WITHIN THE PAST TWELVE MONTHS?

☒ YES ☐ NO *(If "Yes" give name address and telephone number of reviewing office)*

INDIANAPOLIS DEPARTMENT OF PUBLIC WORKS
2460 CITY-COUNTY BUILDING
INDIANAPOLIS, IN 46204

14b. THIS SUMMARY CONFORMS WITH THE FOLLOWING COST PRINCIPLES

41 CFR 1-15.4

14c.

This proposal is submitted for use in connection with and in response to *(1)* request for addendum. This is to certify to the best of my knowledge and belief that the cost and pricing data summarized herein are complete, current, and accurate as of

(2) June 11, 1981 and that a financial management capability exists to fully and accurately account for the financial transactions under this project. I further certify that I understand that the subagreement price may be subject to downward renegotiation and/or recoupment where the above cost and pricing data have been determined, as a result of audit, not to have been complete, current and accurate as of the date above.

(3) June 16, 1981
DATE OF EXECUTION

J. Edward Daly
SIGNATURE OF PROPOSER

Secretary-Treasurer
TITLE OF PROPOSER

14. GRANTEE REVIEWER

I certify that I have reviewed the cost/price summary set forth herein and the proposed costs/price appear acceptable for subagreement award.

DATE OF EXECUTION

SIGNATURE OF REVIEWER

TITLE OF REVIEWER

16. EPA REVIEWER *(If applicable)*

DATE OF EXECUTION

SIGNATURE OF REVIEWER

TITLE OF REVIEWER

8.

16-215-32 H.I

S-173-81
7-28-81

ADOENOUM NO. 3
TO THE ENGINEERING AGREEMENT OF
REID, QUEBE, ALLISON, WILCOX & ASSOCIATES, INC.
AND THE CITY OF FORT WAYNE

WHEREAS, the Consulting Engineering firm of Reid, Quebe, Allison, Wilcox & Associates, Inc., hereinafter called the "Engineer" has been retained by the City of Fort Wayne, Indiana, hereinafter called the "Owner," under an Agreement dated June 25, 1979; and

WHEREAS, due to circumstances beyond control of the Engineer and Owner the services to be provided under the Agreement cannot be completed within the time allowed in the Agreement;

NOW, THEREFORE, the Owner and the Engineer mutually agree that the Agreement is hereby modified as hereinafter set forth.

ARTICLE I

MODIFICATIONS TO THE BASIC AGREEMENT

1.1 The Owner and Consultant mutually agree to affirm all other prior conditions and provisions contained in the Basic Agreement, as amended.

1.2 The Engineer shall consolidate the two interim reports, "Model Calibration" and "Methodology and Results of Alternatives Analysis" into one report.

ARTICLE II

ADDITIONS TO THE SCOPE OF WORK

2.1 The Engineer shall perform additional overflow and river monitoring to collect data for computer model calibration.

2.2 The Engineer shall analyse the additional samples collected.

2.3 The Engineer shall calibrate the computer model with the Anthony Dam (Roller) in the "Up Position."

ARTICLE III

PAYMENT DUE THE ENGINEER

3.1 In compensation for the services rendered, the Owner will make payments to the Engineer in the manner described in the Basic Agreement.

06.16.81-0116A-5071a

8.

3.2 Due to the increased scope of work required by this Addendum, the maximum amounts payable to the Engineer for services provided shall be increased according to the following schedule:

	Basic Agreement	Addenda Nos. 1&2	Addendum No. 3	Total
Professional Services not Including Fixed Fee	$267,934.00	----	$43,762.00	$311,696.00
Fixed Fee	40,190.00	----	3,699.00	43,889.00
	$308,124.00	0.00	$47,461.00	$355,585.00

ARTICLE IV

TIME OF COMPLETION

4.1 The Engineer shall complete the Work as detailed in the Basic Agreement, as amended, by October 31, 1981.

IN WITNESS THEREOF, the parties hereto have executed this Addendum No. 3 on the 16th day of June, 1981 and set their hand below.

ENGINEER:
REID, QUEBE, ALLISON WILCOX & ASSOCIATES, INC.

John B. Allison
John B. Allison, Exec. Vice Pres.

ATTEST:

S. Edward Doyle
S. Edward Doyle,
Secretary- Treasurer

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS:

Roberta Anderson Staten
Roberta Anderson Staten, Member

Betty R. Collins
Betty R. Collins, Member

ATTEST:

Sandra E. Kennedy
Sandra E. Kennedy, Clerk

06.16.81-0116A-5071a

8.

(See accompanying instructions before completing this form)

OMB No. 158-R0143

PART I - GENERAL

1. GRANTEE: City of Fort Wayne, Indiana

2. GRANT NUMBER:

3. NAME OF CONTRACTOR OR SUBCONTRACTOR: Reid, Quebe, Allison, Wilcox & Associates, Inc.

4. DATE OF PROPOSAL: January 20, 1981

5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR (Include ZIP code):
Reid, Quebe, Allison, Wilcox & Associates, Inc.
3901 Industrial Blvd
Indianapolis, Indiana 46254

6. TYPE OF SERVICE TO BE FURNISHED:
Engineering Services
for Fort Wayne CSO Study

PART II - COST SUMMARY

7. DIRECT LABOR (Specify labor categories)	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
Engineer	51	$ 10.31	$ 525.81	
Technician	217	8.14	1,766.38	
Rate Adjustment - See Attachment	-	-	2,908.00	
DIRECT LABOR TOTAL:				$ 5,200.00

8. INDIRECT COSTS (Specify indirect cost pools)	RATE	× BASE =	ESTIMATED COST	
	1.305	$ 5,200.00	$ 6,786.00	
INDIRECT COSTS TOTAL:				$ 6,786.00

9. OTHER DIRECT COSTS

a. TRAVEL

	ESTIMATED COST
(1) TRANSPORTATION	$
(2) PER DIEM	$
TRAVEL SUBTOTAL:	$

b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)

	QTY	COST	ESTIMATED COST
Reimbursables (meter rental)		$	$ 3,150.00
EQUIPMENT SUBTOTAL:			3,150.00

c. SUBCONTRACTS

	ESTIMATED COST
EMA, Inc.	$ 24,626.00
A & L Great Lakes Agricultural Lab, Inc.	4,000.00
SUBCONTRACTS SUBTOTAL:	$ 28,626.00

d. OTHER (Specify categories)

	ESTIMATED COST
OTHER SUBTOTAL:	
e. OTHER DIRECT COSTS TOTAL:	$ -

10. TOTAL ESTIMATED COST		$ 31,776.00
11. PROFIT		$ 43,762.00
12. TOTAL PRICE		$ 3,699.00
		$ 47,461.00

PA Form 5700-41 (2-76)

8.

PART III - PRICE SUMMARY

13. COMPETITOR'S CATALOG LISTINGS, IN-HOUSE ESTIMATES, PRIOR QUOTES (Indicate basis for price comparison)	MARKET PRICE(S)	PROPOSED PRICE
		$

PART IV - CERTIFICATIONS

14. CONTRACTOR

14a. HAS A FEDERAL AGENCY OR A FEDERALLY CERTIFIED STATE OR LOCAL AGENCY PERFORMED ANY REVIEW OF YOUR ACCOUNTS OR RECORDS IN CONNECTION WITH ANY OTHER FEDERAL GRANT OR CONTRACT WITHIN THE PAST TWELVE MONTHS?

☒ YES ☐ NO (If "Yes" give name address and telephone number of reviewing office)

Indianapolis Department of Public Works
2460 City-County Building
Indianapolis, In 46204

14b. THIS SUMMARY CONFORMS WITH THE FOLLOWING COST PRINCIPLES
41 CFR 1-15.4.

14c.

This proposal is submitted for use in connection with and in response to (1) request for addendum. This is to certify to the best of my knowledge and belief that the cost and pricing data summarized herein are complete, current, and accurate as of (2) January 20, 1981 and that a financial management capability exists to fully and accurately account for the financial transactions under this project. I further certify that I understand that the subagreement price may be subject to downward renegotiation and/or recoupment where the above cost and pricing data have been determined, as a result of audit, not to have been complete, current and accurate as of the date above.

(3) January 20, 1981
DATE OF EXECUTION

Ronald E. Riemer
SIGNATURE OF PROPOSER

Vice President
TITLE OF PROPOSER

15. GRANTEE REVIEWER

I certify that I have reviewed the cost/price summary set forth herein and the proposed costs/price appear acceptable for subagreement award.

DATE OF EXECUTION

SIGNATURE OF REVIEWER

TITLE OF REVIEWER

16. EPA REVIEWER (If applicable)

DATE OF EXECUTION

SIGNATURE OF REVIEWER

TITLE OF REVIEWER

Fort Wayne - RQAW

BACK-UP FOR
ADDENDUM NO. 3

7. Direct Labor

	Task 124	Task 132	Total(Hrs)	
Engineer	39	12	51 x 10.31	= $ 525.81
Technician	193	24	217 x 8.14	= $1,766.38

Rate Adjustment (Phase 2 & 3 tasks only)

	Rate Adjustment		Hours		
Dept. Head	(24.85 - 15.04)	x	48	=	$ 470.88
Sr. Engineer	(15.70 - 13.16)	x	444	=	1,127.76
Engineer	(11.90 - 10.31)	x	484	=	769.56
Technician	(8.78 - 8.14)	x	510	=	326.40
Clerical	(6.05 - 5.34	x	300	=	213.00
					$ 2,907.60

Direct Labor Total $ 5,200.00

9. Other Direct Costs

b. Equipment Rental

Velocity-Depth Meter	1 x 6 wk. x $375.00/wk.	=	$ 2,250.00
Rainfall Gauges	2 x 6 wk. x $ 25.00/wk.	=	300.00
Velocity Meter	1 x 6 wk. x $100.00/wk.	=	600.00

70-214-25 H.I.
6/17/81
S-169-81
7-28-81

AGREEMENT

THIS AGREEMENT, made in duplicate this 17th day of June 1981 by and between the City of Fort Wayne, Indiana, acting by and through its Mayor and Board of Public Works (hereinafter referred to as Owner), and E.S.E.I. inc., Suite 2424, 211 W. Washington Street, South Bend, Indiana 46601, (hereinafter referred to as CONSULTANT), WITNESSETH, THAT;

WHEREAS, the OWNER is in need of the preparation of AN INFILTRATION/INFLOW ANALYSIS AND REPORT OF ST. JOSEPH TOWNSHIP SANITARY SEWER SYSTEM (herein referred to as PROJECT)

WHEREAS, the OWNER desires to proceed with a Sewer System Evaluation Survey (S.S.E.S.) if the Project supports it. The Project shall conform to all of the requirements set forth by the United States Environmental Protection Agency.

WHEREAS, there are Federal and State funds to assist in the financing of municipal wastewater facilities and the OWNER intends to request said funds for planning, design, and construction of pollution control projects, and;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

a. Owner hereby employes Consultant to perform the services hereinafter prescribed and agrees to pay consultant the fee also hereinafter prescribed for the performance of such services;

b. Consultant hereby accepts such employment and agrees to perform such services for said fee;

c. All subject to the provisions and conditions of the Agreement as hereinafter set forth and prescribed.

ARTICLE I: THE CONSULTANT'S SERVICES

The CONSULTANT will prepare the PROJECT in accordance with his proposal labeled No. 81-121.

ARTICLE II: DUTIES OF THE OWNER

The OWNER agrees to provide the CONSULTANT with complete information that is available concerning the requirements of the project and to perform as follows:

a. Make available all prior studies, reports, etc., and all wastewater treatment facilities, records, pump stations charts, etc.

b. Provide access to and make all provisions for the CONSULTANT to enter upon public lands as required to perform said work as surveys, testing, inspection, etc., in the development of the project.

c. Promptly hold all meetings required by the CONSULTANT to review the project, and inform the CONSULTANT of any additions, changes, or defects in the project.

ARTICLE III: SUBCONTRACTING

The CONSULTANT shall not assign this contract without the written consent of the OWNER. In addition, the CONSULTANT shall also obtain written authorization from the OWNER before subcontracting any work on this project ot others, except those scientific experts routinely employed by the CONSULTANT in such projects.

ARTICLE IV: RECEIVERSHIP OR BANKRUPTCY OF CONSULTANT

If CONSULTANT goes into receivership (even though not voluntary) or bankruptcy, regardless of by whom petitioned, including any of the reorganization chapters of the Federal Bankruptcy Act, OWNER shall have the right to terminate this Agreement upon written notice thereon to CONSULTANT and shall be obligated to pay CONSULTANT only that proportion of the amount prescribed in Paragraph 5 below, as the work then completed by CONSULTANT is to the entire services CONSULTANT hereby agrees to perform.

ARTICLE V: PAYMENT TO THE CONSULTANT

This agreement is a fixed lump sum type contract in the amount of $22,895.00 which may not be increased or decreased except to the extent that a contract amendment modifies the scope of work.

The CONSULTANT may submit to the Board of Public Works one (1) partial payment request providing the request exceeds one thousand ($1,000.00) dollars. When the final payment request is made, the OWNER may retain fifteen (15) percent of the invoiced amount until the project has been cetified by the I.S.P.C.B. and approved by the U.S. E.P.A. However, this retainage will be released in any event by January 1, 1982.

Upon approval of such payment request by the OWNER, payment upon properly certified vouchers shall be made to the CONSULTANT for the amount of the invoice.

The total time for payment from the date the invoice was received until the payment is mailed shall not exceed thirty (30) days.

ARTICLE VI: RECORDS AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall cause to be maintained complete, accurate, and detailed recordds of all time devoted to the PROJECT or other expenses incurred by him or others employed by him in connection with the services rendered under Article I of this Agreement. The OWNER or his authorized representative or any appropriate Federal or State agency may at all reasonable times audit such records. All reports, drawings, data, etc., which are instruments of the service compiled by the CONSULTANT for this PROJECT pursuant to this Agreement becomes the sole property of the OWNER. The OWNER may reuse or adapt any of these instruments of service without permission of or further compensation to the CONSULTANT.

ARTICLE VII: REPORT

A final report summarizing all the work done by the CONSULTANT with both his recommended method for the OWNER to proceed with a Sewer System Evaluation Survey and his estimated manhours and cost to accomplish ths Program will be submitted to the OWNER.

ARTICLE VIII: COMPLETION

The project will be completed promptly within 70 days from the date of the receipt of notice to proceed from the OWNER, assuming availability on a timely basis of adequate data from existing sources.

ARTICLE IX: NON-DISCRIMINATION

The CONSULTANT hereby agrees that it will not exclude any person from participation in said PROJECT on the grounds of race, color, or national origin; nor shall any person be subject to discrimination, under the provisions of Title VI of the Civil Rights Act of 1964 and Section 15-13, 15-13A, Article III, Chapter 15 of the Code of the City of Fort Wayne, 1974, as amended; nor shall any person be subjected to any such discrimination on the grounds of sex or religion under the provisions of said Act nor under the provisions of any laws of the State pertaining thereto.

ARTICLE X: GUARANTEES

The CONSULTANT guarantees that all data collected over the contract will be correct and accurate. All projections made as part of this PROJECT will represent the best technical effort of the CONSULTANT and will employ up-to-date "State of the Arts" methods. The final report will be completed in a format acceptable to the OWNER and the U.S. Environmental Protection Agency. The CONSULTANT shall attend all necessary meetings with regulatory authorities pursuant to the PROJECT.

ARTICLE XI: COUNCILMANIC APPROVAL

It is understood and agreed tht this Agreement is in all respects subject to approval by the Common Council of the City of Fort Wayne, by duly adopted ordinance, and if such ordinance is not accepted within a period of forty-five (45) days after the date of execution hereon, this contract shall be null and void and of no further force and effect except the OWNER may elect to compensate the CONSULTANT for any reasonable services rendered prior to the time the ordinance is not adopted by the Common Council.

ARTICLE XII: WORKMEN'S COMPENSATION

The CONSULTANT agrees to procure and maintain at his expense until final payment by the OWNER, insurance of the kinds required by the State of Indiana for Workmen's Compensation, Bodily Injury, Property Damage, Automobile Injury and Damage, etc., which indemnifies the OWNER from any and all such claims.

ARTICLE XIII: EXECUTION

The OWNER andd the CONSULTANT hereby agree to the full performance of the covenants both contained and stated herein.

IN WITNESS WHEREOF, the parties hereto affix their signatures and seals in attestation of the foregoing:

ESEI, inc.
ECOLSCIENCES ENVIRONMENTAL GROUP
MIDWEST REGION
211 WEST WASHINGTON STREET
SUITE 2424
SOUTH BEND, INDIANA 46601

Edward F Bradley
President

70-214-25 H.I.
S-169-81 6/7/81
7-28-81

AGREEMENT

THIS AGREEMENT, made in duplicate this 17th day of June 1981 by and between the City of Fort Wayne, Indiana, acting by and through its Mayor and Board of Public Works (hereinafter referred to as Owner), and E.S.E.I. inc., Suite 2424, 211 W. Washington Street, South Bend, Indiana 46601, (hereinafter referred to as CONSULTANT), WITNESSETH, THAT;

WHEREAS, the OWNER is in need of the preparation of AN INFILTRATION/INFLOW ANALYSIS AND REPORT OF ST. JOSEPH TOWNSHIP SANITARY SEWER SYSTEM (herein referred to as PROJECT)

WHEREAS, the OWNER desires to proceed with a Sewer System Evaluation Survey (S.S.E.S.) if the Project supports it. The Project shall conform to all of the requirements set forth by the United States Environmental Protection Agency.

WHEREAS, there are Federal and State funds to assist in the financing of municipal wastewater facilities and the OWNER intends to request said funds for planning, design, and construction of pollution control projects, and;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

a. Owner hereby employes Consultant to perform the services hereinafter prescribed and agrees to pay consultant the fee also hereinafter prescribed for the performance of such services;

b. Consultant hereby accepts such employment and agrees to perform such services for said fee;

c. All subject to the provisions and conditions of the Agreement as hereinafter set forth and prescribed.

ARTICLE I: THE CONSULTANT'S SERVICES

The CONSULTANT will prepare the PROJECT in accordance with his proposal labeled No. 81-121.

ARTICLE II: DUTIES OF THE OWNER

The OWNER agrees to provide the CONSULTANT with complete information that is available concerning the requirements of the project and to perform as follows:

a. Make available all prior studies, reports, etc., and all wastewater treatment facilities, records, pump stations charts, etc.

b. Provide access to and make all provisions for the CONSULTANT to enter upon public lands as required to perform said work as surveys, testing, inspection, etc., in the development of the project.

c. Promptly hold all meetings required by the CONSULTANT to review the project, and inform the CONSULTANT of any additions, changes, or defects in the project.

ARTICLE III: SUBCONTRACTING

The CONSULTANT shall not assign this contract without the written consent of the OWNER. In addition, the CONSULTANT shall also obtain written authorization from the OWNER before subcontracting any work on this project ot others, except those scientific experts routinely employed by the CONSULTANT in such projects.

ARTICLE IV: RECEIVERSHIP OR BANKRUPTCY OF CONSULTANT

If CONSULTANT goes into receivership (even though not voluntary) or bankruptcy, regardless of by whom petitioned, including any of the reorganization chapters of the Federal Bankruptcy Act, OWNER shall have the right to terminate this Agreement upon written notice thereon to CONSULTANT and shall be obligated to pay CONSULTANT only that proportion of the amount prescribed in Paragraph 5 below, as the work then completed by CONSULTANT is to the entire services CONSULTANT hereby agrees to perform.

ARTICLE V: PAYMENT TO THE CONSULTANT

This agreement is a fixed lump sum type contract in the amount of $22,895.00 which may not be increased or decreased except to the extent that a contract amendment modifies the scope of work.

The CONSULTANT may submit to the Board of Public Works one (1) partial payment request providing the request exceeds one thousand ($1,000.00) dollars. When the final payment request is made, the OWNER may retain fifteen (15) percent of the invoiced amount until the project has been cetified by the I.S.P.C.B. and approved by the U.S. E.P.A. However, this retainage will be released in any event by January 1, 1982.

Upon approval of such payment request by the OWNER, payment upon properly certified vouchers shall be made to the CONSULTANT for the amount of the invoice.

The total time for payment from the date the invoice was received until the payment is mailed shall not exceed thirty (30) days.

ARTICLE VI: RECORDS AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall cause to be maintained complete, accurate, and detailed recordds of all time devoted to the PROJECT or other expenses incurred by him or others employed by him in connection with the services rendered under Article I of this Agreement. The OWNER or his authorized representative or any appropriate Federal or State agency may at all reasonable times audit such records. All reports, drawings, data, etc., which are instruments of the service compiled by the CONSULTANT for this PROJECT pursuant to this Agreement becomes the sole property of the OWNER. The OWNER may reuse or adapt any of these instruments of service without permission of or further compensation to the CONSULTANT.

ARTICLE VII: REPORT

A final report summarizing all the work done by the CONSULTANT with both his recommended method for the OWNER to proceed with a Sewer System Evaluation Survey and his estimated manhours and cost to accomplish ths Program will be submitted to the OWNER.

ARTICLE VIII: COMPLETION

The project will be completed promptly within 70 days from the date of the receipt of notice to proceed from the OWNER, assuming availability on a timely basis of adequate data from existing sources.

ARTICLE IX: NON-DISCRIMINATION

The CONSULTANT hereby agrees that it will not exclude any person from participation in said PROJECT on the grounds of race, color, or national origin; nor shall any person be subject to discrimination, under the provisions of Title VI of the Civil Rights Act of 1964 and Section 15-13, 15-13A, Article III, Chapter 15 of the Code of the City of Fort Wayne, 1974, as amended; nor shall any person be subjected to any such discrimination on the grounds of sex or religion under the provisions of said Act nor under the provisions of any laws of the State pertaining thereto.

ARTICLE X: GUARANTEES

The CONSULTANT guarantees that all data collected over the contract will be correct and accurate. All projections made as part of this PROJECT will represent the best technical effort of the CONSULTANT and will employ up-to-date "State of the Arts" methods. The final report will be completed in a format acceptable to the OWNER and the U.S. Environmental Protection Agency. The CONSULTANT shall attend all necessary meetings with regulatory authorities pursuant to the PROJECT.

ARTICLE XI: COUNCILMANIC APPROVAL

It is understood and agreed tht this Agreement is in all respects subject to approval by the Common Council of the City of Fort Wayne, by duly adopted ordinance, and if such ordinance is not accepted within a period of forty-five (45) days after the date of execution hereon, this contract shall be null and void and of no further force and effect except the OWNER may elect to compensate the CONSULTANT for any reasonable services rendered prior to the time the ordinance is not adopted by the Common Council.

ARTICLE XII: WORKMEN'S COMPENSATION

The CONSULTANT agrees to procure and maintain at his expense until final payment by the OWNER, insurance of the kinds required by the State of Indiana for Workmen's Compensation, Bodily Injury, Property Damage, Automobile Injury and Damage, etc., which indemnifies the OWNER from any and all such claims.

ARTICLE XIII: EXECUTION

The OWNER andd the CONSULTANT hereby agree to the full performance of the covenants both contained and stated herein.

IN WITNESS WHEREOF, the parties hereto affix their signatures and seals in attestation of the foregoing:

ESEI, inc.
ECOLSCIENCES ENVIRONMENTAL GROUP
MIDWEST REGION
211 WEST WASHINGTON STREET
SUITE 2424
SOUTH BEND, INDIANA 46601

Edward F. Bradley
President

ATTEST:

CITY OF FORT WAYNE, INDIANA

_____ BY: _____
WIN MOSES, JR., MAYOR

ATTEST:

BOARD OF PUBLIC WORKS

Sandra E. Kennedy
SANDRA E. KENNEDY, CLERK

_____

Roberta Anderson Staten
ROBERTA ANDERSON STATEN, MEMBER

Betty R. Collins
BETTY R. COLLINS, MEMBER

APPROVED AS TO FORM & LEGALITY:

Richard D. Hamilton
ASSOCIATE CITY ATTORNEY

THIS INSTRUMENT PREPARED BY: C. Duane Embury, P.E., Chief Water Pollution Control Engineer

10

Form 1929

70-213-15 H.I
6/17/81

Improvement Resolution
ORNAMENTAL LIGHTING
FOR CURB AND ~~SIDEWALK~~

No. 5911-1981

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by constructing curbs on both sides of the 2500 block and 2600 block of Buena Vista from Dodge Avenue to Lawndale Drive, and also installing ornamental lighting within the same boundaries.

Cost Participation as follows:

Curbs	50% Property Owner 50% City
Street Lighting	$5.22 L.F. Property Owner Participation for property abutting said street

all in accordance with the profile, details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

The cost of said improvement shall be assessed upon the real estate abutting on said Buena Vista Drive as above described and upon the City of Fort Wayne, Indiana, if the said city is benefited by said improvement, all according to the method and manner provided for in an Act of the General Assembly of the State of Indiana, entitled, "An Act Concerning Municipal Corporations," approved March 6, 1905, and the provisions of all Acts amendatory thereto and supplemental thereof.

Assessments, if deferred, are to be paid in ten equal installments, with interest at the prevailing rate ~~of five per cent~~ per annum. A bond or bonds shall be issued to the contractor in payment of such work, unless the property owners pay said assessments before said bond or bonds are issued. Under no circumstances shall the City of Fort Wayne be or be held responsible for any sum or sums due from said property owner or owners for said work, or for the collection of the same, or for the payment of any bond, bonds, certificate or certificates, issued to said contractor in payment for such work, except for such moneys as shall have been actually received by the City from the assessments for such improvement, or such moneys as said City is by said above entitled act required to pay. All proceedings had and work done in the making of said improvement, assessment of property, collection of assessments and issuance of bonds therefor, shall be as provided for in said above entitled act and all amendments thereto and supplements thereof.

Adopted, this 17th *day of* June, 1981.

ATTEST: Sandra E. Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS: Robert Anderson Jr.
Betty R. Collins

CALHOUN PRESS

70-210-23 H.I.
6/10/81
Received 8/25/81
S-199-81

AGREEMENT FOR SANITARY SEWER EXTENSION

THIS AGREEMENT, made and entered into this 10 day of June, 1981, by and between Teco, Inc., (hereinafter referred to as "Developer,") and the CITY OF FORT WAYNE, INDIANA, (hereinafter referred to as "City,")

WITNESSETH:

WHEREAS, Developer is owner of Lot D of Eastburn Outlots as recorded by Plat Book 17, page 6,

WHEREAS, Developer is leasing from the Board of Aviation the tract as described within Exhibit "A,"

WHEREAS, to induce the City of Fort Wayne to extend a sanitary sewer to serve the above described tracts, Developer agrees to commit $30,000.00 towards the construction of a fifteen inch public gravity sanitary sewer to service Lot D, Eastburn Outlots and the tract as described within Exhibit "A,"

WHEREAS, the City of Fort Wayne did cause to be extended the Baer Field West Keller Road Sanitary Sewer,

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth:

1. Developer does hereby agree to pay to the City of Fort Wayne, the sum of $30,000.00 as follows:
   a. $10,000.00 shall be paid to City within thirty days of execution of this document.
   b. $10,000.00 shall be paid to City by January 1, 1982.
   c. $10,000.00 shall be paid to City by January 1, 1983.

2. For and in consideration of this commitment of $30,000.00, City agrees to waive any future area connection fees for both Lot D, Eastburn Outlots and the tract being leased as described by Exhibit "A."

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement the day and date first above written.

Bruce E. Lammeyer
Bruce E. Lammeyer, President
Teco, Inc.

ATTEST:

Wayne R. Brandeis
Corporate Secretary

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Betty R. Collins, Member

ATTEST:

Sandra E. Kennedy, Clerk

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Bruce Dammeyer, President, Teco, Inc. and Wayne R. Branstrator, Corporate Secretary, Teco, Inc. and acknowledged the execution of the foregoing Agreement as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 28th day of May, 1981.

Judith Zala
Notary Public
A Resident of Allen County, Indiana

My Commission expires:
July 11, 1981

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Mark L. Akers, Chairman of the Board of Public Works and Roberta Anderson Staten and Betty R. Collins, Members of the Board of Public Works, and acknowledged the execution of the foregoing Agreement as and for their voluntary act and deed for the uses and purposes therein contained.

Anne J. Zoss
Notary Public 6/10/81
A Resident of Allen County, Indiana

My Commission expires:
3-6-84

This instrument prepared by C. Duane Emsbury, P.E., Chief Water Pollution Control Engine

RECEIVED
APR 2 3 1981
Water Pollution Control Engr. Dept.
City-County Building, One Main St.
Ft. Wayne, Indiana 46802

EXHIBIT "A"

CERTIFICATE OF SURVEY No. BAC 2480

OFFICE OF WILLIAM A. DARLING
Fort Wayne, Indiana
Registered Land Surveyor No. 9905

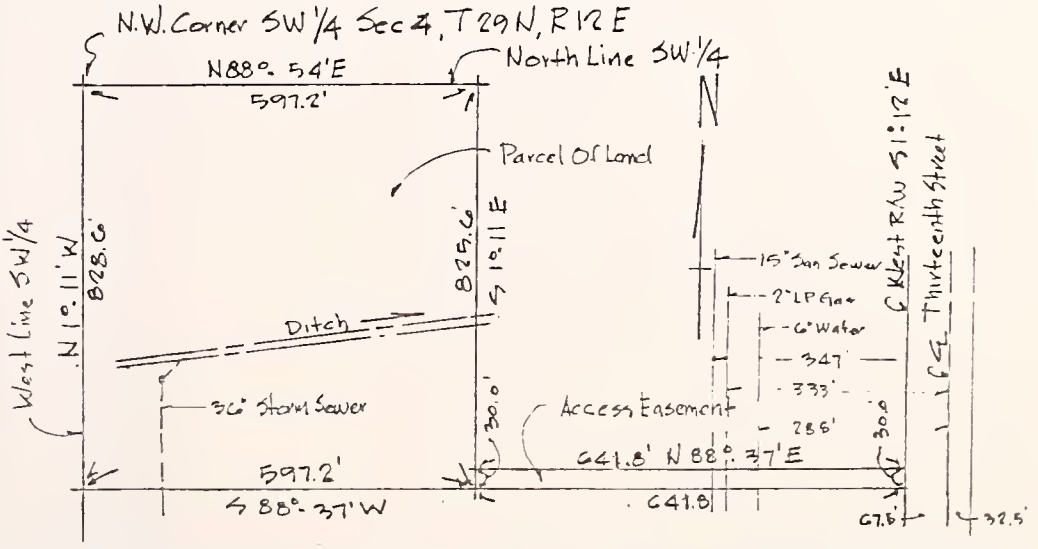
This document is a record of a survey of real estate made in accordance with the deed records and recorded plats thereof on file in the Office of the County Recorder. The real estate described below exists in full dimension as hereon noted in feet, and is free from encroachments by adjoining land owners, and furthermore, contains entirely within its boundaries the buildings and structures situated thereon; all as indicated below. Any exceptions or discrepancies found to exist are noted in detail hereon.

DESCRIPTION OF PROPERTY:-
Parts of the Southwest Quarter of Section 4, Township 29 North, Range 12 East, Allen County, Indiana, more particularly described as follows:

Parcel of Land: Beginning at the Northwest Corner of the Southwest Quarter of Section 4, Township 29 North, Range 12 East, Allen County, Indiana; thence North 88 degrees 54 minutes East along the North Line of Said Southwest Quarter a distance of 597.2 feet; thence South 1 degrees 11 minutes East a distance of 825.6 feet; thence South 88 degrees 37 minutes West a distance of 597.2 feet to the West Line of Said Southwest Quarter; thence North 1 degrees 11 minutes West along Said West Line a distance of 828.6 feet to the point of beginning; containing 11.34 acres of land, more or less.

Access Easement: Beginning at the Southeast corner of Said Parcel of Land; thence North 1 degrees 11 minutes West along the East Line of Said Parcel of Land a distance of 30.0 feet; thence North 88 degrees 37 minutes East a distance of 641.8 feet to the West Right-of-Way Line of Thirteenth Street; thence South 1 degrees 12 minutes East along Said Right-of-Way Line a distance of 30.0 feet; thence South 88 degrees 37 minutes West a distance of 641.8 feet to the point of beginning; containing 0.44 acres, more or less.

Both parts subject to easements for the maintenance, repair or replacement of all existing public or quasi public utilities or services.



IN WITNESS WHEREOF, I have placed my hand and seal this 11 day of July 19 80

WM. A. DARLING REGISTERED No. 9905 STATE OF INDIANA LAND SURVEYOR

"EXHIBIT A"

12

70-213-16 H.I
6/17/81

DECLARATORY RESOLUTION NO. 1442 - 1981

For the condemnation of property to be used for the extension of Barr Street Mini Mall Downtown Beautification, Lot #126, Hanna's 1st Addition.

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana that it is desired and deemed necessary to condemn property to be used for the extension of Barr Street Mini Mall Downtown Beautification, Lot #126, Hanna's Addition.

All as shown by a plan of such proposed condemnation of property to be used for the extension of Barr Street Mini Mall Downtown Beautification, as above described, now on file in the Office of the Department of Public Works of the City of Fort Wayne, Indiana.

The property which may be injuriously or beneficially affected by such condemnation is described as follows:

> Lots 93 to 99 and Lots 126 to 132 inclusive, Hanna's Addition. Said Addition is inclusive to the City of Fort Wayne, Indiana.

All according to the method and manner provided for in an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations", as approved March 6, 1905 and the provisions of all acts amendatory thereto and supplemental thereof, including the right to bond assessments as in said law ordered.

All streets, lots and lands affected by the above described condemnation of property to be used for the extension of Barr Street Mini Mall Downtown Beautification are situated in the southeast quarter, Section Two, Township 30 North, Range 12 East, and lie wholly within the corporate limits of the City of Fort Wayne, Indiana.

ADOPTED THIS 17th DAY OF June, 1981.

ATTEST:

Sandra E. Kennedy
Secretary - Board of Public Works

BOARD OF PUBLIC WORKS:

Betty R. Collins

Robert W. Anderson, Jr. Later

Board of Public Works

Linda Buskirk

James Gunn

Thomas R. McCaffrey

3/29/95

ALL AGENCY RECORDS

13

81-011848

70-208-11 H.I.
6/10/81

AGREEMENT

THIS AGREEMENT, made and entered into this 10 day of June, 1981, by and between Arthur N. and M. Gertrude Wyss, (hereinafter referred to as "Developer,") and the City of Fort Wayne, Indiana, (hereinafter referred to as "City.")

WITNESSETH:

WHEREAS, Developer is owner of the tracts described as follows:

The north 18 acres of the south 100 acres of Richardville Reserve in Pleasant and Wayne Townships, except the southwest 0.41 acres north of Dunkelberg Road, except road, and containing 17.59 acres, southwest quarter, Section 35, Township 30 North, Range 12 East,

and,

The northeast 0.401 acres of the south 7 acres of Lot 12, Siemans Subdivision, except road, Section 35, Township 30 North, Range 12 East.

WHEREAS, an eight inch sanitary sewer has been installed through the aforedescribed tracts described as follows:

Beginning at an existing manhole #8 located over an existing 15 sanitary sewer, said manhole being situated 1440 (±) feet East and 230 (±) feet North of the centerline intersection of Dunkelberg Road and Kinnerk Road; thence Westerly, a distance of 220 feet to proposed manhole #1; thence Westerly, a distance of 400 feet to proposed manhole #2; thence Westerly, a distance of 220 feet to proposed manhole #3; thence Westerly, a distance of 315 feet to proposed manhole #4; thence Westerly, a distance of 220 feet to proposed manhole #5; thence Westerly, a distance of 290 feet terminating at a proposed manhole #6.

1981 JUN 15 PM 2:28
ALLEN COUNTY RECORDER
Gloria J. Young

WHEREAS, nineteen (19) six inch taps were installed in the construction of the aforementioned eight inch sanitary sewer line.

WHEREAS, it is the policy of the City of Fort Wayne to maintain records of six inch tap locations, and to require payment of a $35.00 permit charge for each six inch tap permit.

WHEREAS, the aforementioned nineteen (19) tap locations do not presently have respective addresses or legal descriptions to be filed properly with the City.

NOW, THEREFORE, it is hereby agreed by both parties, that:

1. It will be the responsibility of the Developer of the aforedescribed tracts to maintain all records pertinent to the nineteen (19) six inch taps, until such time that those taps are extended for use.

2. At the time that any tap is extended for use, or at the time any portion of the above described tract is sold, the permit charge (presently $35.00 per tap) all local, connection fees and all area connection fees must be paid in full by the developer, or his successors or

DULY ENTERED FOR TAXATION
JUN 15 1981
Gloria J. Laughlin
AUDITOR OF ALLEN COUNTY

James G. W. Pee
7061

1

H50

assigns for the subject tract. At that time, owner or his successor or assigns must provide to the City of Fort Wayne the location of the nineteen (19) taps, along with necessary legal descriptions and addresses.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and date first above written.

Arthur N. Wyss
Arthur N. Wyss

M. Gertrude Wyss
M. Gertrude Wyss

APPROVED, this 10th day of June, 1981.

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Betty R. Collins, Member

ATTEST:

Sandra E. Kennedy
Sandra E. Kennedy, Clerk

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Arthur N. Wyss and M. Gertrude Wyss, and acknowledged the execution of the foregoing Agreement as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 5th day of June, 1981.

Charles I. Wickensheimer
Notary Public
A Resident of Allen County, Indiana
CHARLES I. WICKENSHEIMER.

My Commission expires:
October 30th, 1982

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Mark L. Akers, Chairman of the Board of Public Works and Roberta Anderson Staten and Betty R. Collins, Members of the Board of Public Works, and acknowledged the execution of the foregoing Agreement as and for their voluntary act and deed for the uses and purposes therein contained.

Anne J. Fox

Notary Public ANNE J FOX
A Resident of Allen County, Indiana

My Commission expires:
3-6-84

This instrument prepared by C. Duane Embury, P. E., Chief Water Pollution Control Engineer.

Memorandum

To BOARD OF PUBLIC WORKS Date JUNE 19, 1981

From C. DUANE EMBURY, P. E., CHIEF WATER POLLUTION CONTROL ENGINEER

Subject HOLY SCRIPTURE LUTHERAN CHURCH SANITARY SEWER - B. O. #101-80
DUNKELBURG AND KINNERK ROADS

COPIES TO:

Attached for your records is a copy of the recorded Agreement, Document #81-011848 (B. O. #101-80). This Agreement was executed between Arthur N. and M. Gertrude Wyss and the City of Fort Wayne, Indiana, and approved on June 10, 1981. This document was recorded by the Allen County Recorder's Office on June 15, 1981.

Sincerely,

C. Duane Embury

C. Duane Embury, P. E.
Chief Water Pollution Control Engineer

cde/bs/ep

Enc: 1

BOARD OF PUBLIC WORKS
RECEIVED
JUN 23 1981

70-204-5 H.I.
6/3/81

AGREEMENT
for
AREA CONNECTION FEE PAYMENTS

THIS AGREEMENT, made this 4th day of June, 1981, by and between ZOLTAN HERMAN, hereinafter referred to as "Developer," and the BOARD OF PUBLIC WORKS of the CITY OF FORT WAYNE, INDIANA, hereinafter referred to as "City,"

WITNESSETH, THAT:

WHEREAS, the City provided sanitary sewer service for the following described space bounded on the South by Covington Road; bounded on the Northwest by vacated Country Club Road; and bounded on the East by the North/South terminus of Geneva Street, more commonly known as 4114 Covington Road, Fort Wayne, Indiana, and,

WHEREAS, the developer entered into an Agreement dated October 25, 1978, that had a initial contribution towards the construction of a sanitary sewer in the amount of Fifty Thousand ($50,000.00) Dollars. Of the original $50,000.00, the developer was to recoup a total of Eighteen Thousand ($18,000.00) Dollars in local connection fees from the City and would have a net expense of Thirty-two Thousand ($32,000.00) Dollars for sewer service, and,

WHEREAS, the developer experienced difficulties in paying said sums, and,

WHEREAS, the developer prays that the Board of Public Works would void the said previous Agreement dated October 25, 1978, and implement this Agreement whereby developer could pro-rate his sewer tap contribution.

NOW, THEREFORE, it is agreed by the City and the developer that the net connection fees of Thirty-two Thousand ($32,000.00) Dollars due from the developer for Sewer Improvement Resolution 304-78, be paid in the following manner:

a. A payment of Eight Thousand ($8,000.00) Dollars to be made to the City at the time of executing this Agreement.
b. A payment of Eight Thousand ($8,000.00) to be made on January 1, 1982.
c. A payment of Eight Thousand ($8,000.00) to be made on January 1, 1983, and,
d. A payment of Eight Thousand ($8,000.00) to be made on January 1, 1984.

The terms and provisions of this Agreement shall be binding upon the developer, its successors, nominees and assigns, and shall run with the real estate and any subsequent sale or transfer of the real estate shall be subject thereto. Any default by the developer of aforementioned payments shall constitute the City to disconnect the sewer tap. Any and all expense incurred by the City for the disconnection of any tap shall be chargeable to the developer.

14

The above and foregoing Agreement and the terms thereof are accepted by both the City of Fort Wayne, Indiana, by and through its Board of Public Works and the developer of said real estate.

IN WITNESS WHEREOF, the parties and each of them, have affirmed their signatures and seal hereto:

CITY OF FORT WAYNE, INDIANA

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Betty R. Collins, Member

ATTEST:

Sandra E. Kennedy
Clerk

DEVELOPER:

ZOLTAN HERMAN

Zoltan Herman
Zoltan Herman
4114 Covington Road

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Zoltan Herman, who acknowledged the execution of the foregoing Agreement for area connection fee payments, as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 23 day of March, 1981.

Peter C. Mallers Notary Public

My Commission Expires:

12/21/84

This instrument prepared by:

C. Duane Embury, P.E., Chief
Water Pollution Control Engineer

15

NW

Fort Wayne, Indiana
March 23, 1981

File: 371

BOARD OF PUBLIC WORKS
RECEIVED
MAR 25 1981

The City of Fort Wayne, Indiana
City-County Building
One Main Street
Fort Wayne, Indiana 46802

Gentlemen:

Referring to various agreements between The City of Fort Wayne, Indiana and the Norfolk and Western Railway Company, covering several sanitary sewers near Fort Wayne.

Attached please find executed copy of agreement returned to you for your files.

Respectfully yours,

NORFOLK AND WESTERN RAILWAY COMPANY

W. C. Stevens, Jr.
Superintendent

skw

Attch.

70-203-3
6/3/81
(Council 6/23/81
1-26

Ratified 2-23-82 — S 33-81

Norfolk and Western Railwey Company
Fort Wayne Division
Post Office Box 1215
Fort Weyne, Indiane 46801

W. C. Stevens, Jr.
Superintendent

Ratified 2-9-82/S-33-82
70-203-3 H.J.
6/3/81

AGREEMENT

THIS AGREEMENT, made in triplicate this 1st day of October 1980, between NORFOLK AND WESTERN RAILWAY COMPANY and WABASH RAILROAD COMPANY, hereinafter jointly and collectively called ("Licensor"), and the CITY OF FORT WAYNE, INDIANA, by and through its Mayor and Board of Public Works, hereinafter called the ("Licensee").

WITNESSETH: That,

Licensor, for and in the consideration of the sum of Sixteen Thousand Seven Hundred & Eighty Dollars ($16,780.00) lump sum payment, which the Licensee agrees to pay to the Treasurer of the Railway, and the covenants hereinafter stated which the said Licensee agrees to keep and perform, hereby licenses and permits, insofar as said Licensor has the right so to do, but without warranty and subject to all encumbrances, conditions, restrictions and easements to which Licensor's title to its property or rights of way ("premises") whether owned, controlled or leased is subject, the Licensee to maintain, repair, renew, relocate, operate and use at the sole cost and expense of the Licensee an existing 261.4 feet of 24 inch sanitary sewer tapping into a 24 inch sanitary sewer at its westerly terminus and 1569.6 feet of 48 inch sanitary sewer line, said pipes located along Railway's southerly right of way between mile post 368.40 and 368.11 and 839.6 feet of 8 inch sanitary sewer and 487.2 feet of 10 inch sanitary sewer located along Railway's southerly property and right of way between mile post 143.40 and 143.17, and 23.9 feet of 15 inch sanitary sewer crossing extension of Railway's southerly right of way opposite main track station stake 7530 + 42.8 within the confines of U.S. Route 30 and 24 with 314.5 feet of 18 inch sanitary sewer and onto Railway's southerly right of way between mile post 143.04 and 142.97 to a crossing of a 48 inch sanitary sewer under two tracks of the Railway located at mile post 142.97, and a 15 inch sanitary sewer crossing under two tracks of the Railway partly within the confines of Estella Avenue and partly across Railway's right of way at mile post 142.54, and a 15 inch sanitary sewer crossing of three tracks of the Railway within the confines of Estella Avenue at mile post 367.19 (EXISTING FACILITY) at Fort Wayne, Indiana.

The premises of the Licensor on which said EXISTING FACILITY is located as shown on Plan 81-A-289 dated October 16, 1979, attached hereto and incorporated herein, the EXISTING FACILITY shall be subject, however, to the following terms and conditions, all of which the Licensee covenants and agrees to keep, abide by and perform:

1. MAINTENANCE, REPAIR, RENEWAL, REMOVAL AND RELOCATION

EXISTING FACILITY shall be maintained, repaired, renewed, removed or relocated at such time or times, in such manner, with such material and under such general conditions as shall be satisfactory to Licensor, and such maintenance, repair, renewal, removal or relocation shall not interfere with the proper and safe use and operation of the premises or track thereon or business of Licensor. Licensee shall, after completing the maintenance, repair, renewal or removal of EXISTING FACILITY, restore the premises of Licensor to the same or as good condition as said premises were in prior to commencing such work.

EXISTING FACILITY shall comply at all times with the provisions of all applicable statutes and ordinances, and with all orders, rules or regulations, or any future modifications thereof, or any public authority having jurisdiction over the EXISTING FACILITY.

2. SOLE RISK AND EXPENSE

All of the acts to be performed by Licensee, Licensee's contractors, agents, or servants, in connection with the maintenance, repair, renewal, use or removal of EXISTING FACILITY, shall be performed at the sole risk and expense of Licensee, and Licensor shall be reimbursed for any and all costs and expenses incurred by it as the result of making any changes in its facilities or appurtenances necessitated by such acts.

Such costs shall include, but not be limited to, the costs of materials furnished, equipment and labor, which may be required during maintenance, repair, renewal, use or removal of EXISTING FACILITY, and Licensee hereby agrees to pay promptly unto Licensor such costs and expenses upon presentation of itemized vouchered bills therefor.

3. INDEMNIFICATION

Licensee shall and will at all times hereafter indemnify and save harmless Licensor, its officers, agents and employees from and against any and all detriment, liability, damages, losses, claims, demands, suits, costs, attorney's fees and expenses due to damage to property or injury to or death of persons, which the Licensor may suffer, sustain or be subject to, directly or indirectly, caused either wholly or in part by reason of the maintenance, repair, renewal, removal, operation, or use of EXISTING FACILITY as permitted by this license, except where such detriment, liability, damages, losses, claims, demands, suits, costs, attorney's fees and expenses are due to the sole negligence of Licensor.

4. CANCELLATION

This agreement shall continue in full force and effect unless terminated as hereafter provided:

(a) This agreement shall be considered terminated should the Licensee abandon use of the premises for the herein stated purpose and in that event the full use of the premises shall revert to the Railway.

(b) Subject to the terms of subsection (a) hereof, this agreement shall continue in effect as long as the Licensee shall faithfully and punctually keep and perform all and singular the covenants, agreements and undertakings herein by it agreed to be kept and performed, or until the Licensee shall have given to the Railway, sixty (60) days notice of its intention to terminate the same, and in that event the Licensee shall, within sixty (60) days after such notice has been given, remove its facilities from the property of the Railway, the provisions of this agreement to remain in full force and effect until such removal has been made, provided, however, that for any default on the part of the Licensee or its successors or assigns, the Railway shall have the right and option to terminate this agreement sixty (60) days after having given to the Licensee notice of its election to terminate this agreement, unless such default

shall have been corrected in said sixty (60) day period, and the waiver of any default of the Licensee shall not be construed or considered as the waiver of any other subsequent default. Every such notice shall be delivered to Licensee by United States Certified or Registered Mail addressed to the Board of Public Works, Licensee, Room 920, City-County Building, One Main Street, Fort Wayne, Indiana 46802.

5. CHANGES

It is undertood and agreed by and between the parties hereto that if, at any time or times hereafter, Licensor shall be required by any duly constituted public authority to make any changes in its premises or the tracks, structures, roadbed or other installations located thereon in the vicinity of EXISTING FACILITY, or make any such changes in, to, upon, over or under the premises or the tracks, structures, roadbed or other installations located thereon, and crossed or in any way affected by EXISTING FACILITY then Licensee shall, at its own cost and expense, upon thirty (30) days notice in writing to that effect from Licensor, make such reasonable changes in the location of construction of EXISTING FACILITY as in the judgment of the Chief Engineer of Licensor and the City Engineer of Licensee, may be necessary to accomodate any future construction, improvements or changes of Licensor.

6. OTHER FACILITIES

It is agreed that no pipe or other structures will be placed under the tracks or upon the property of Licensor, except those herein mentioned and shown on the plan attached hereto, without the express written permission of Licensor.

7. INSURANCE

*a) During any period of maintenance, repair, renewal, removal or relocation of EXISTING FACILITY, Licensee shall insure the obligations assumed in Article 3 in a manner and with a company satisfactory to Licensor and with limits of $500,000 for injury to or death of one person and $1,000,000 for injury to or death of two or more persons in any one accident and $500,000 for damage to property. Licensee shall not occupy Licensor's property

until satisfactory proof of compliance with this provision shall have been furnished to and accepted by Licensor.

(b) If an outside contractor is to repair, renew or remove said EXISTING FACILITY on Licensor's premises, then Licensee shall require said contractor to furnish Licensor with a Railroad Protective Liability Insurance Policy naming Licensor as the insured and issued to the contractor, with limits of $500,000 for injury to or death of one person and $1,000,000 for death of two or more persons in any one accident and $500,000 for property damage. The contractor shall not occupy Licensor's premises until satisfactory proof of compliance with this provision shall have been furnished to and accepted by Licensor.

8. ASSIGNMENT

The covenants and agreements herein contained shall be binding upon, and shall inure to the benefit of the heirs, executors, administrators, lessees, successors and assigns of the parties hereto, respectively; provided, however, that no assignment of this license, or any rights thereunder, by Licensee shall be valid without the written consent of Licensor.

9. ECOLOGY

Licensee shall not create or permit to be created or to exist in or about EXISTING FACILITY any nuisance, public or private, during the continuance of this agreement, and Licensee hereby agrees to save and keep Licensor harmless from any suit or claim growing out of any nuisance arising from the presence, use or operation of EXISTING FACILITY or Licensee's violation of any applicable laws, ordinances or governmental regulations, including, without limitation, laws, ordinances and governmental regulations controlling air, water, noise, solid wastes and other pollution. Licensee shall install and bear the expense of any and all pollution control structures, devices or equipment which may be required during the term and continuance of this agreement under any applicable laws, ordinances or governmental regulations because of or arising from the use or operation of EXISTING FACILITY by Licensee or those claiming by, through or under Licensee.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument, in triplicate, as of the day and year first above written.

LICENSEE:
CITY OF FORT WAYNE, INDIANA

By _____
WIN MOSES, JR., MAYOR

BOARD OF PUBLIC WORKS

_____
MARK L. AKERS, CHAIRMAN

_____
ROBERTA ANDERSON STATEN, MEMBER

ATTEST:

_____
SANDRA E. KENNEDY, CLERK

_____
HERBERT R. GAMACHE, MEMBER

LICENSOR:
NORFOLK AND WESTERN RAILWAY COMPANY

By _____
[redacted] VICE PRESIDENT - OPERATIONS

ATTEST:

_____
SECRETARY

WABASH RAILROAD COMPANY

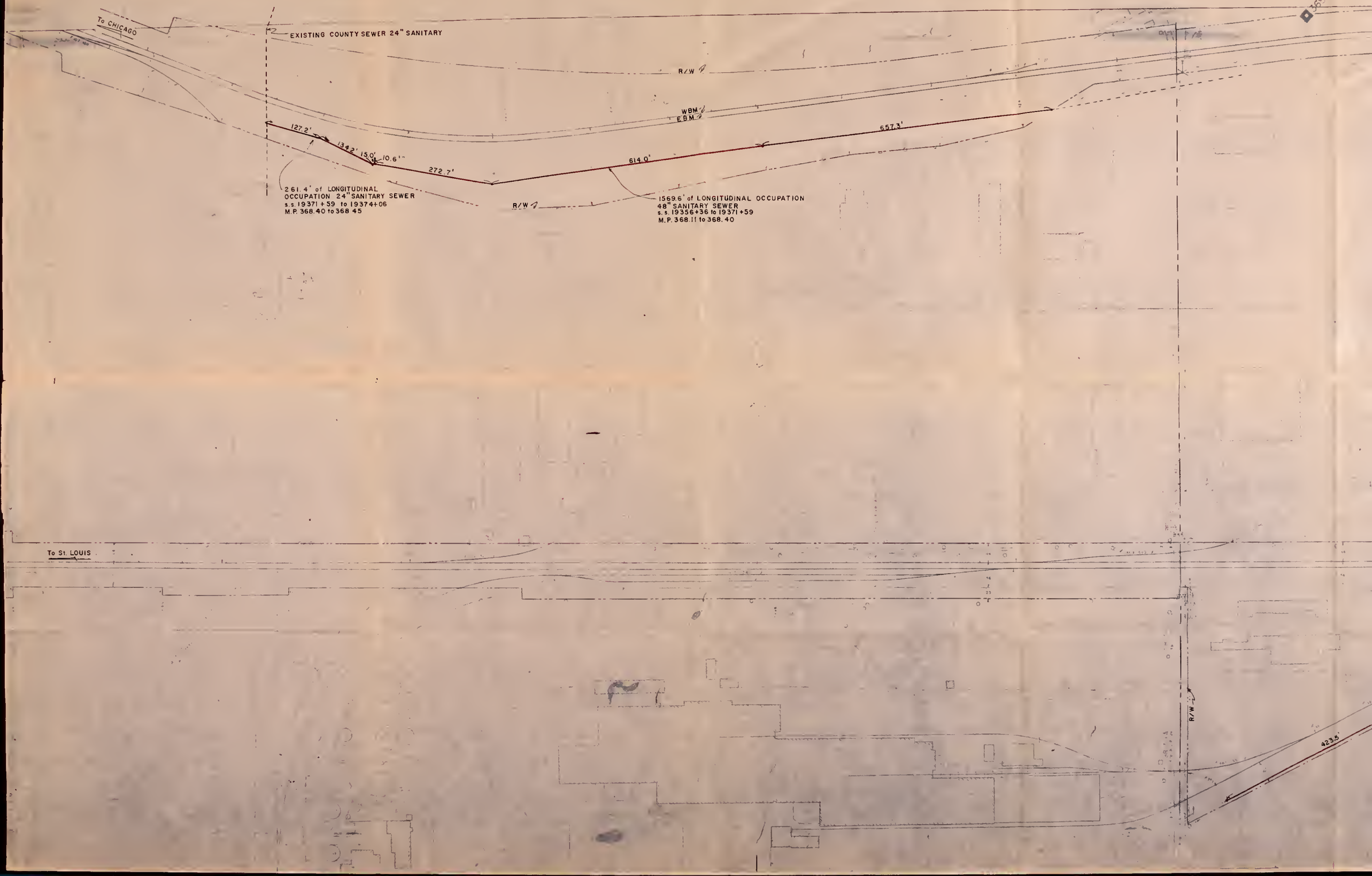
By _____
VICE PRESIDENT

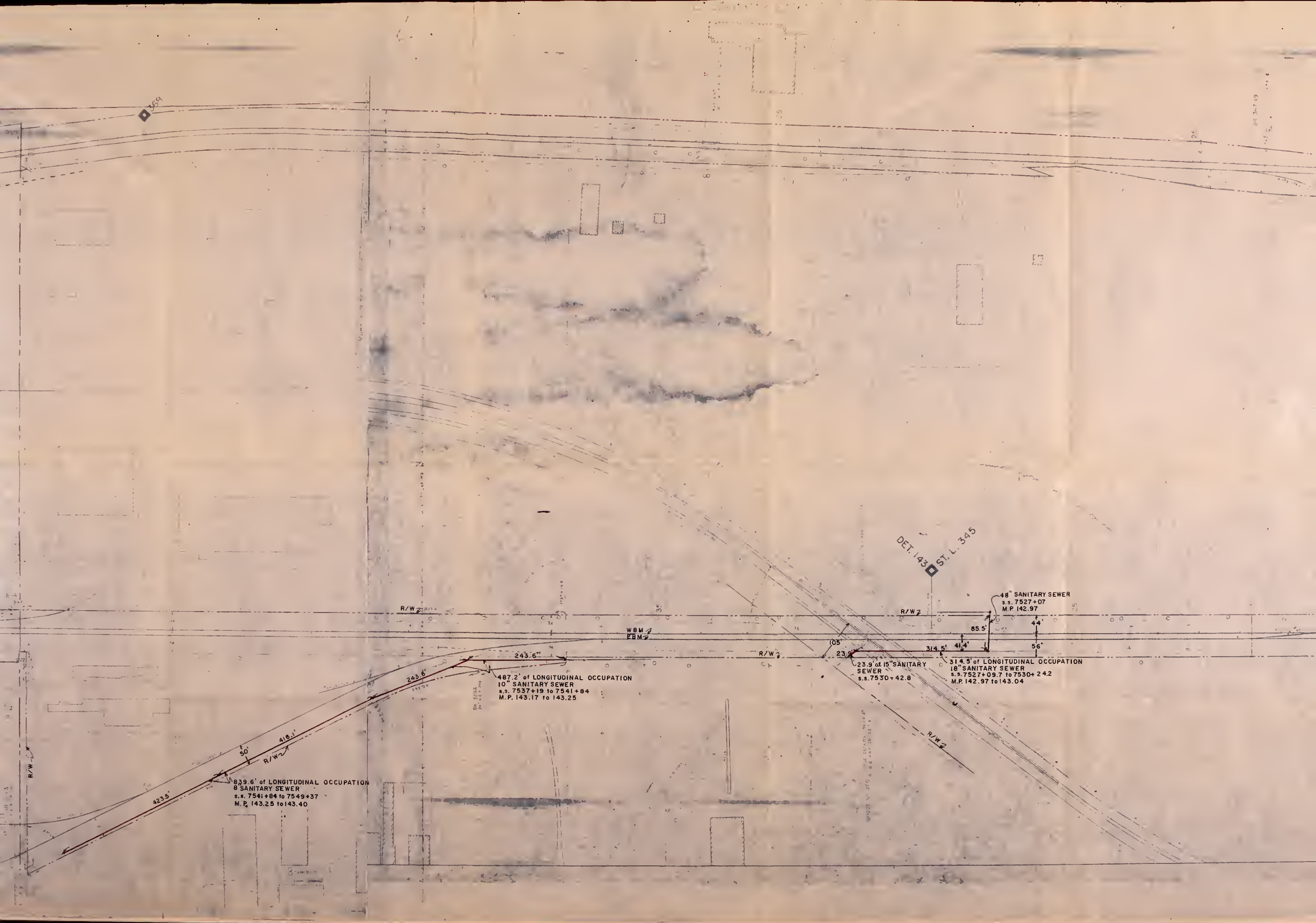
ATTEST:

_____
[redacted] Assistant Secretary
JOSEPH PAKUSH

APPROVED AS TO FORM AND LEGALITY

_____
ASSOCIATE CITY ATTORNEY
CITY OF FORT WAYNE, INDIANA


To CHICAGO
EXISTING COUNTY SEWER 24" SANITARY
R/W
WBM
EBM
127.2'
134.2'
15.0'
10.6'
272.7'
614.0'
657.3'
261.4' of LONGITUDINAL
OCCUPATION 24" SANITARY SEWER
s.s. 19371+59 to 19374+06
M.P. 368.40 to 368.45
1569.6' of LONGITUDINAL OCCUPATION
48" SANITARY SEWER
s.s. 19356+36 to 19371+59
M.P. 368.11 to 368.40
368
To St. LOUIS
R/W
423.5'


DET. 143
ST. L. 345
48" SANITARY SEWER
s.s. 7527+07
M.P. 142.97
R/W
W8M
F8M
85.5'
44'
56'
41.4'
314.5'
105'
23.9'
243.6'
243.6'
487.2' of LONGITUDINAL OCCUPATION
10" SANITARY SEWER
s.s. 7537+19 to 7541+84
M.P. 143.17 to 143.25
23.9' of 15" SANITARY
SEWER
s.s. 7530+42.8
314.5' of LONGITUDINAL OCCUPATION
18" SANITARY SEWER
s.s. 7527+09.7 to 7530+24.2
M.P. 142.97 to 143.04
50'
418.1'
423.5'
839.6' of LONGITUDINAL OCCUPATION
8" SANITARY SEWER
s.s. 7541+84 to 7549+37
M.P. 143.25 to 143.40

BM 347.49

MAINLINE

R/W

ORGINAL MAINLINE

R/W

To BUFFALO

14'

90°

78°

42'

15" SANITARY SEWER
s.s. 19307+64
M.P. 367.19

20'

R/W

DET 143 ST. L. 345

48" SANITARY SEWER
s.s. 7527+07
M.P. 142.97

R/W

85.5'

44'

105'

23.9'

314.5'

41.4'

56'

23.9' of 15" SANITARY SEWER
s.s. 7530+42.8

314.5' of LONGITUDINAL OCCUPATION
18" SANITARY SEWER
s.s. 7527+09.7 to 7530+24.2
M.P. 142.97 to 143.04

R/W

15" SANITARY SEWER
s.s. 7504+77.7
M.P. 142.54

R/W

21'

20'

105'

44'

1002'

56'

6.4'

R/W

20'

R/W

BR 3 1/2" E 56.6' @ S 08°19'

VAL. SEC. 1-IND MAPS No. 3483, 3484, 3485
VAL. SEC. 2-IND C MAPS No. S-13ac & S-13ad

NORFOLK AND WESTERN RAILWAY CO.
WESTERN REGION FORT WAYNE DIV.
ACQUISITION of INDIANA SUBURBAN SEWERS,
INC. By THE CITY OF FORT WAYNE
142.54 to 143.42 : 367.19 to 368.56
FORT WAYNE, INDIANA
1" = 100'
10-16 79
81-A-289

REFERENCE AGREEMENT - NW-1993

70-203-4 H.I
6/4/81

RESOLUTION NO. 70-203-4

WHEREAS, the Board of Public Works on May 20, 1974, received a petition to extend a sanitary sewer to a parcel of land described within Exhibit "A" and,

WHEREAS, the Board of Public Health has reported that a health hazard existed due to the inadequate treatment provided by the private septic systems within the Ardmore Avenue - Covington Road area, noted on Exhibit "A" and,

WHEREAS, the Board of Public Works of the City of Fort Wayne adopted Sewer Improvement Resolution No. 304-78, which provided for the construction of sanitary sewer and for the establishment of both area and local connection fees, and,

WHEREAS, the Common Council of the City of Fort Wayne passed Ordinance No. S-122-79 on July 24, 1979, approving the contract between the City of Fort Wayne and Ground Services, Inc., providing for construction of the sanitary sewer as described within Sewer Improvement Resolution No. 304-78, and,

WHEREAS, the final cost of Sewer Improvement Resolution No. 304-78 is $205,110.62, composed of $151,746.79 construction; and, $80,818.73 oversizing cost.

NOW, THEREFORE, be it hereby resolved by the Board of Public Works that:

1. That a local connection fee is established for each property shown on Exhibit "A," exclusive of all previous agreements, based upon the maximum rate of $0.0847368 per square foot, plus tap permit fee of $35.00 as established by the Board of Public Works and approved by the Common Council of the City of Fort Wayne.
2. As Resolution No. 304-78 is a part of the JUNK DITCH STUDY AREA; the Board of Public Works of the City of Fort Wayne in an effort to recoup oversizing costs of $80,818.73 expended under Resolution No. 304-78, shall incorporate same within Sewer Resolution 341-80, 342-80, 345-80, 347-80, 348-80, 349-80, 350-80, 351-80 and 352-80 of said JUNK DITCH STUDY AREA, at the time an area connection fee is established.

ADOPTED this 4th day of June, 1981.

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Betty R. Collins, Member

ATTEST:

Sandra E. Kennedy, Clerk

This instrument prepared by C. Duane Embury, P. E., Chief Water Pollution Control Engineer

15

14

Memorandum

To BOARD OF PUBLIC WORKS Date APRIL 14, 1981

From C. DUANE EMBURY, P. E., CHIEF WPC ENGINEER

Subject ARDMORE-COVINGTON SANITARY SEWER - RESOLUTION NO. 304-78 - B. O. 184-78

COPIES TO:

BOLLER

6/4/81

70-203-4

Attached for your review and approval is a Reimbursement Resolution for the Board to issue a number for subject project.

We recommend the Board to set a maximum assessment rate at $0.0847368 per square foot plus a $35.00 tapin fee. These combined are nearly equal to the maximum rate of $0.09 per square foot set by the Common Council. Further, by utilizing the aforementioned, it avoids accounting problems and problems with residents who own assessable vacant land, but did not receive a $35.00 tap.

This Department suggests that the Board of Public Works issue a Resolution number for the attached Resolution. This Resolution provides for City Utilities to recoup oversizing costs expended on subject project in the Junk Ditch Study Area.

70-204-2 6/4/81

6/4/81

70-204-6

Please execute the attached Letter of Acceptance to the subject project's contractor, Ground Services, Inc.

For the Board's information, subject project was initially considered by the previous Board by a petition from Mr. Zoltan Herman, owner of Zoli's Chalet. A subsequent agreement dated October 25, 1978, commits $32,000.00 net by Mr. Herman to the project. However, circumstances have evolved wherein Mr. Herman could not fulfill his commitment. Consequently, the attached deferred payment plan agreement has been submitted to this Department by Peter Mallers, the attorney for Mr. Herman, with a check in the amount of $8,000.00 as first installment payment. It is this Department's recommendation that the Board of Public Works accept and execute the attached agreement.

If you have any questions, please contact the undersigned directly at 7061.

Sincerely,

C. Duane Embury

C. Duane Embury, P. E.
Chief Water Pollution Control Engineer

BOARD OF PUBLIC WORKS
RECEIVED
APR 16 1981

cde/ep

Attachments

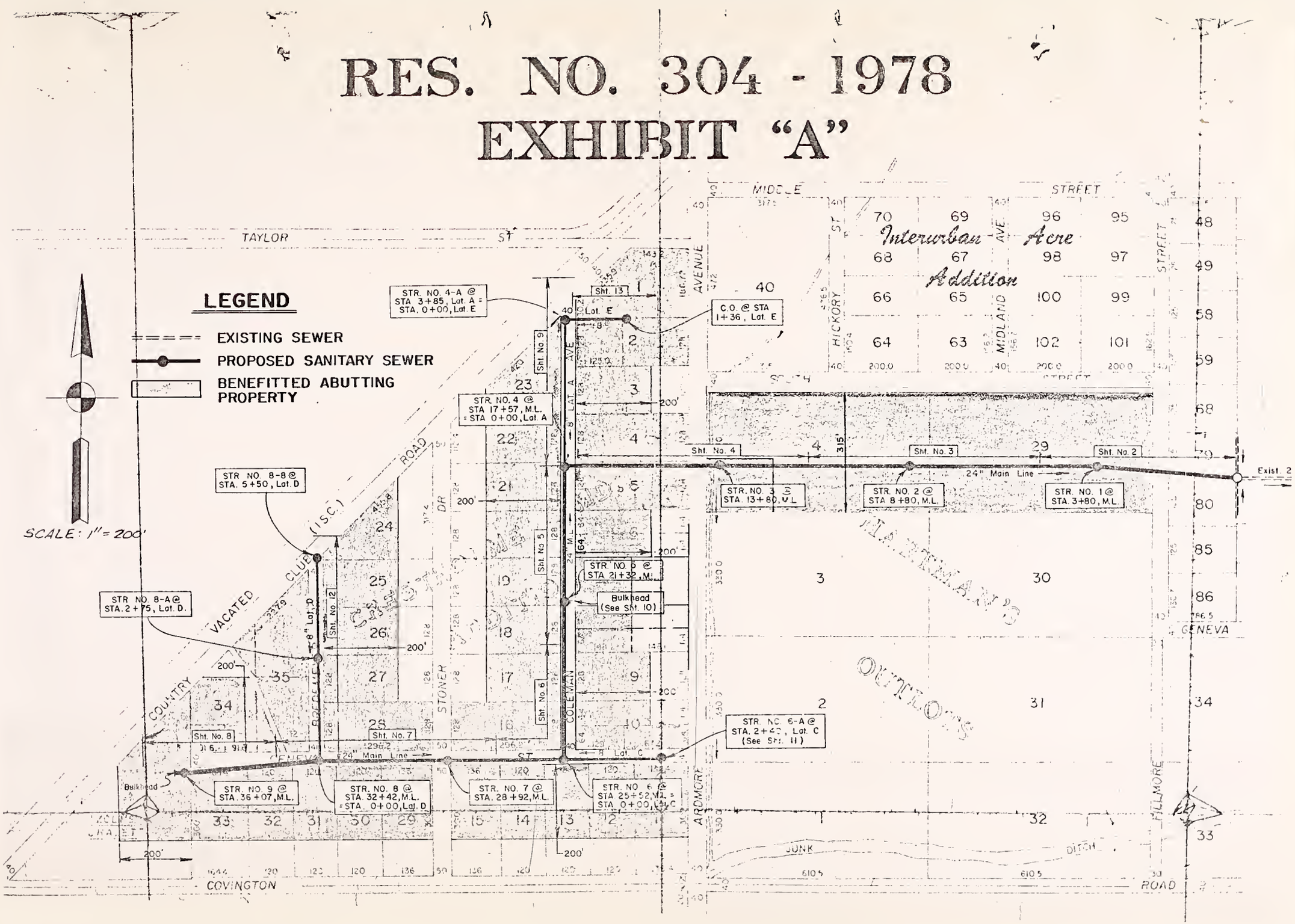
PLEASE NOTE THAT THE ATTACHED CHECK IS POST DATED UNTIL MAY 1, 1981.

HOWEVER, WE RECOMMEND THAT THE BOARD OF PUBLIC WORKS EXECUTE THE

DOCUMENT AND HOLD SAME UNTIL AFTER MAY 1, 1981.

70-203-4
6/4/81

RES. NO. 304 - 1978
EXHIBIT "A"



14 16

Memorandum

To BOARD OF PUBLIC WORKS Date APRIL 8, 1981

From C. DUANE EMBURY, P. E., CHIEF WATER POLLUTION CONTROL ENGINEER

Subject GLENBROOK EXPANSION EASEMENT

COPIES TO:

Attached in triplicate, you will find the following documents for your review and processing:

1. First Amendment to Retention Basin Easement
2. First Amendment to Storm Sewer Easement
3. Second Amendment to Overflow Drainage Easement

We have reviewed these documents and find them satisfactory, and recommend that the Board forward them to the City Attorney's office for approval as to form and legality.

Once approved, please return to this office for recording and distribution.

Sincerely,

C. Duane Embury

C. Duane Embury, P. E.
Chief Water Pollution Control Engineer

cde/bs/ep

Attachments

Open to board 5-18-81. 5-26-81 signed + passed 5/20 meeting of

Pls. return original to us after recording. a. Fol 5/27/81

16

70-190-T H.I 5/20/81

FIRST AMENDMENT TO
RETENTION BASIN EASEMENT

THIS FIRST AMENDMENT TO RETENTION BASIN EASEMENT made and entered into this 20th day of May 1981, ~~1980,~~ by and between LAKE COUNTY TRUST COMPANY, not individually, but as Trustee under a Trust Agreement dated December 16, 1968, and known as Trust No. 1471 (hereinafter called "Grantor"), and the CITY OF FORT WAYNE, INDIANA, a municipal corporation (hereinafter referred to as "Grantee").

WITNESSETH:

WHEREAS, Grantor and Grantee entered into a certain Retention Basin Easement dated July 30, 1976, such easement being recorded on September 14, 1976, as Document No. 76-22744 in the records of the Recorder of Allen County, Indiana; and

WHEREAS, in accordance with the terms of said Retention Basin Easement, Grantor, its successors and assigns, reserved the right, subject to the approval of Grantee, to amend such easement by providing an alternate easement site all in accordance with the terms of said Retention Basin Easement; and

WHEREAS, contemporaneously with the execution of said Retention Basin Easement, Grantor granted to Grantee an Overflow Drainage Easement, such Overflow Drainage Easement being dated July 30, 1976, and recorded on September 14, 1976, as Document No. 76-22745 in the records of the Recorder of Allen County, Indiana, said Overflow Drainage Easement being further amended by that certain Amended Overflow Drainage Easement dated October 17, 1977, and recorded on October 21, 1977, as Document No. 77-030423 in the records of the Recorder of Allen County, Indiana; and

WHEREAS, Grantor, Dayton-Hudson Corporation, as a successor-in-interest to Grantor to a portion of said Overflow Drainage Easement premises, and Grantee have contemporaneously herewith entered into a Second Amendment to said Overflow Drainage Easement; and

WHEREAS, in respect to the development of the real estate owned by Grantor, the parties hereto have agreed to the

16

location of a new retention basin easement premises and now desire to amend said Retention Basin Easement Agreement in such manner as hereinafter specifically set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth and as further set forth in the Retention Basin Easement hereinabove described, the parties hereto now adopt this First Amendment to Retention Basin Easement as follows:

1. The easement premises described in said Retention Basin Easement are hereby released and vacated and in substitution thereof, Grantor does hereby grant, quit-claim and convey to Grantee a non-exclusive permanent easement and right-of-way for the construction of a retention basin along and across the real estate located in the City of Fort Wayne, County of Allen, State of Indiana, as described in Exhibit "A", attached hereto and made a part hereof.

2. Grantor has, at its sole expense, constructed a storm water retention basin and pond within the easement premises designated in Exhibit "A" under plans and specifications approved by Grantee, and Grantee hereby acknowledges that such storm water retention basin and pond has been constructed in accordance with applicable regulations of all local, state or federal authorities. Grantor has furnished Grantee such surveys, drawings, plans and specifications as applicable pertaining to such construction.

3. All other provisions of the Retention Basin Easement recorded as Document No. 76-22744, to the extent applicable, shall remain in full force and effect in all respects.

4. It is expressly understood and agreed by and between the parties hereto, anything hereunto the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee, are nevertheless each and every one of them made and intended not as personal representations, covenants, undertakings and

16

agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally, but are made and intended for the purpose of binding only that portion of the trust property specifically described therein, and this instrument is executed and delivered by said Trustee, not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, which said powers confer upon the Trustee authority to make the representations, covenants, undertakings and agreements herein contained, and to bind that portion of the trust property herein described; and that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against the trust company or any beneficiary thereof on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

5. This grant of easement is subject to all zoning laws and ordinances, building, use and other restrictions and rights-of-way of record. There is no Indiana gross income tax due and owing by reason of this grant of easement.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement the date above set forth.

LAKE COUNTY TRUST COMPANY,
as Trustee aforesaid

ATTEST:

By Dorothy Horst
Dorathy Horst, as
Its Assistant Secretary

By Donna L. Campbell
Donna L. Campbell, as
Its Trust Officer

16

CITY OF FORT WAYNE, INDIANA

ATTEST:

By _____
Charles W. Westerman
Its Clerk

By _____
Winfield C. Moses
Its Mayor

BOARD OF PUBLIC WORKS

By _____
Mark L. Akers, Chairman

By _____
Betty R. Collins, Member

By _____
Roberta Anderson-Staten, Member

Approved as to form and legality:

By: _____
Associate City Attorney

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, this 26th day of March, 1981, personally appeared Donna L. Campbell and Dorathy Horst, to me known and known by me to be the persons, who as Trust Officer and Assistant Secretary, respectively, of LAKE COUNTY TRUST COMPANY, the trust company which executed the foregoing easement, signed the same and acknowledged to me that they did so sign the same in the name and on behalf of said company as such officers; that the same is their free act and deed as such officers and the free and corporate act and deed of said trust company; and that they were duly authorized thereunto by the Board of Directors of said trust company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the date above written.

_____
Notary Public

Charlotte L. Keilman
(Printed Signature)
Resident of Lake County

My Commission expires:

January 20, 1985

16

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this 20th day of May, 1981, personally appeared WINFIELD C. MOSES and CHARLES W. WESTERMAN, with both of whom I am personally acquainted, and who, upon their oaths, acknowledge themselves to be the Mayor and Clerk, respectively, of the CITY OF FORT WAYNE, INDIANA, and that they, as such Mayor and Clerk being authorized so to do, executed the foregoing instrument for the purposes contained therein for and on behalf of said City, in their capacities as Mayor and Clerk, respectively.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the date above written.

Anne J. Fox
Notary Public

ANNE J. FOX
(Printed Signature)

Resident of Allen County

My Commission expires:

3-6-84

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this 20th day of May, 1981, personally appeared ~~MARK L. AKERS~~, BETTY R. COLLINS and ROBERTA ANDERSON-STATEN, with all of whom I am personally acquainted, and who, upon their oaths, acknowledge themselves to be members of the BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana, and that they, as such members of the Board of Public Works being authorized so to do, executed the foregoing instrument for and on behalf of the City in their capacities as members of the Board of Public Works.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the date above written.

Anne J. Fox
Notary Public

ANNE J. FOX
(Printed Signature)

Resident of Allen County

My Commission expires:

3-6-84

Prepared by Robert T. Hoover, Shoaff, Parker & Keegan, 2400 Fort Wayne National Bank Bldg., Fort Wayne, Indiana 46802.

16

GLENBROOK (86-3)

CERTIFICATE OF SURVEY NUMBER

OFFICE OF HOFER AND DAVIS, INC.
CIVIL ENGINEERS & LAND SURVEYORS
FORT WAYNE, INDIANA

A. K. HOFER P.E. No 72 (1968) L. S. No 10504
CARL A. HOFER P.E. No 7122 L. S. No 10031
WILLIAM S. DAVIS L. S. No S-0053 L. S. No. 18114 Michigan

This document is the record of a resurvey of land and real estate situated in the City of Fort Wayne, Allen County, Indiana, made in accordance with the plat and deed record thereof on file in the Office of Recorder of said County and State. The land below described exists in full dimension as herein noted in feet, and is free from encroachments by adjoining landowners, and furthermore, contains entirely within its boundaries the structures of the buildings on it situated; all as below indicated in detail. Any exceptions or discrepancies are below noted

DESCRIPTION OF PROPERTY ~~XXXX~~ RETENTION BASIN AS RELOCATED

Following is a legal description of the perimeter of a Storm Retention Basin Easement situated within Lots 14, 15, 16, in RAHDERT'S SUB-DIVISION in the Northeast Quarter of Section 26, Township 31 North, Range 12 East, in Allen County, Indiana, said Basin perimeter being at Elevation 793.0 U.S.C. & G. datum, and in particular described as follows to-wit:

To arrive at the point of beginning, commence on the Westerly right-of-way line of U. S. Highway No. 27 as situated 60 feet normally distant Westward of said Highway centerline and established by Right-of-Way Grant recorded in Document No. 72-17438 at a point situated 1200 feet South of the former centerline of U. S. Highway No. 30 (24 foot concrete slab) established by State Highway Plans "F" PROJECT 724(1)1946; thence Westerly and parallel to the former U. S. Highway centerline on a coordinate line designated 3800 North, a distance of 2007.0 feet to coordinate line 2930 East; thence Southerly on a line normal to said coordinate line 3800 North, a distance of 75.4 feet to the Northerly terminus of a 42 inch R.C.P. storm drain; thence South 45 degrees 13 minutes East, a distance of 36.0 feet to the mid-point of an existing earth overflow spillway and the point of beginning initially referred to; thence South 44 degrees 47 minutes West, a distance of 30.0 feet; thence North 45 degrees 13 minutes West, a distance of 31.5 feet; thence North 88 degrees 49 minutes West, a distance of 252.2 feet; thence North 44 degrees 18 minutes West, a distance of 171.9 feet; thence West, a distance of 118.1 feet; thence North, a distance of 131.0 feet; thence West, a distance of 44.9 feet to the Easterly right-of-way line of the former L.S. and M.S. Railroad, now the Penn Central Railroad as situated 50 feet normally distant Eastward of said Railroad centerline; thence North 0 degrees 05 minutes West along said Railroad right-of-way line, a distance of 380.0 feet; thence East, a distance of 58.4 feet; thence North, a distance of 36.0 feet; thence East, a distance of 126.9 feet; thence South, a distance of 313.0 feet; thence East, a distance of 137.9 feet; thence Southeasterly along a circular curve to the left having a radius of

EXHIBIT "A"

IN WITNESS WHEREOF, I place my hand and seal, this 16th day of Oct., 1980

William S. Davis

16

138.1 feet, an arc distance of 111.5 feet; thence South 46 degrees 16 minutes East, a distance of 337.6 feet; thence South 44 degrees 47 minutes West, a distance of 42.0 feet to the point of beginning containing 4.25 Acres, more or less, of land.

NOTE:

Base Line 3800 North is parallel to the former centerline of U. S. Highway No. 30 and is assumed to be a true East-West direction; ALL bearings in this description were calculated from Base Line 3800 North.

IN WITNESS WHEREOF, I place my hand and seal, this 16th day of October 1980.

Wm. S. Dawn

47

70-202-24 H.I.
6/3/81

70-202-24 H.I.
6/3/81

FORT WAYNE WATER UTILITY

Fort Wayne, Indiana

GENERAL RULES AND REGULATIONS

Approved by
Board of Public Works
and made effective
on
June 3, 1981

WTRRP
JOB L
STORED FF#1

FORT WAYNE WATER UTILITY
Fort Wayne, Indiana

GENERAL RULES AND REGULATIONS

I N D E X

		Page Number
DEFINITIONS		1 & 2
RULE 1.	RULES AND REGULATIONS ON FILE	3
2.	WRITTEN APPLICATION OR CONTRACT REQUIRED	3
3.	MODIFICATION OF CONTRACT	4
4.	ASSIGNMENT OF CONTRACT	4
5.	DEPOSITS	4 & 5
6.	DESCRIPTION OF SERVICE TO BE FURNISHED	5
7.	TURNING ON WATER SERVICE	6
8.	DISCONTINUANCE OF SERVICE	6
	I. Upon Customer's Request	6 & 7
	II. Without Customer's Request	7 - 9
	III. Prohibited Disconnections	9
9.	SERVICE CONNECTIONS	9 - 11
10.	MAINTENANCE OF SERVICE PIPES & METER BOXES	11
11.	THAWING FROZEN SERVICES	12
12.	INSIDE PIPING AND SERVICE LINES	12
13.	CROSS-CONNECTIONS AND BACKFLOW	13
14.	USE OF BOOSTER PUMPS	13
15.	ACCESS TO PREMISES	13 & 14
16.	METERING	14 & 15
17.	PRE-WIRING FOR REMOTE METER READING UNITS	15
18.	BASIS FOR MONTHLY BILLING	15 & 16
19.	PAYMENT OF BILLS	16 - 18
20.	COLLECTIONS AND DEFERRED PAYMENT CHARGE	18
21.	WASTE OR EXCESSIVE USE	18
22.	NOTIFICATION OF LOAD INCREASE	19
23.	RESALE OF WATER	19
24.	PRIVATE FIRE PROTECTION SERVICE	19 & 20
25.	INTERRUPTION OF SERVICE, ET CETERA	21
26.	PERMANENT DISCONNECTIONS	21
27.	WATER MAIN EXTENSION POLICY	21
28.	PRESENT RULES SUPERSEDE ANY PRIOR RULES	21
29.	ENFORCEMENT	21
30.	AMENDMENTS AND REVISIONS	22

C-202-24 H.I.
6/3/81

FORT WAYNE WATER UTILITY

Fort Wayne, Indiana

GENERAL RULES AND REGULATIONS

The rules and regulations of the Utility, as amended and supplemented from time to time, shall govern all water service rendered or to be rendered by the Utility, shall be binding upon every customer, and shall constitute a part of the terms and conditions of every contract for water service, whether expressly incorporated therein or not or whether or not a signed application for water service is on file.

DEFINITIONS:

The following words, as used in these General Rules and Regulations, have the following respective meanings:

A CURB STOP or SERVICE VALVE is a fitting inserted in the service pipe near the curb or main for turning on and shutting off water to the premises supplied or to be supplied.

A CUSTOMER or CONSUMER is the person, firm, corporation, governmental agency or association having interest, whether legal or equitable, sole or only partial, either as tenant or owner, in any property which is, or is to be, supplied with water service, either temporarily or permanently, by the Utility and all those having such interest.

A DISTRIBUTION MAIN is a pipe owned by the Utility, located in a street, easement, road, right-of-way and/or alley and used to deliver water:

(a) To fire hydrants or fire lines;

(b) To service pipes attached to said main; and/or

(c) To private mains.

A METER is a mechanical device owned by the Utility and used to measure and record the quantity of water supplied to the customer.

A MONTH is the period between any two consecutive regular billings by the Utility for service rendered to a customer at his premises. Such billings are scheduled at intervals of approximately thirty-days.

A PREMISES is a dwelling, building, structure or parcel of real estate which is normally supplied through a separate service pipe and meter installation.

A PRIVATE FIRE SERVICE is a privately owned arrangement of pipes, fixtures and devices designed for stand-by service and from which water is taken only for the extinguishment of fires.

DEFINITIONS - (continued)

A PRIVATE MAIN is a privately owned pipe connected to the Utility's distribution system and used to deliver water:

(a) For private fire service purposes and/or

(b) For general service purposes; service rendered through such private main shall be billed directly by the Utility in accordance with established rates unless otherwise provided by written contract.

A SERVICE CONNECTION is that portion of a Service Pipe situated between and including the Tap and the Curb Stop, which is installed and/or maintained by the Utility.

A SERVICE PIPE is a supply pipe including fittings leading from the tap in the distribution main to or into the premises supplied or to be supplied.

A TAP or CORPORATION COCK is a fitting owned by the Utility and inserted in the distribution main to which the service pipe is attached.

The UTILITY is the Fort Wayne Water Utility, a department of the City of Fort Wayne, Indiana, having its principal office at One East Main Street, City-County Building, Fort Wayne, Indiana, and engaged in furnishing the public water supply in the City of Fort Wayne and its environs.

1. RULES AND REGULATIONS ON FILE

A copy of all rates, rules and regulations under which water service will be rendered is filed for the convenience of the public in the General Office of the Operations Division of the Utility and with the Public Service Commission of the State of Indiana.

Information Provided by Utility to Applicants and Customers:

The Utility will publish and distribute, without request, a comprehensive pamphlet which, in clear language, easily understandable to the layman, fully describes the rights and responsibilities of the customer.

The Utility shall supply, free of charge, a copy of the rate schedules applicable to the types of service available to new applicants and existing customers, upon request by the applicant or customer.

The Utility, whenever it petitions the Public Service Commission for a change in its base rate schedule, shall furnish to each customer, within forty-five (45) days of such request and prior to the date of the public hearing, a notice, mailed to each customer his address as shown on the Utility's records, which fairly summarizes the nature and extent of the proposed changes.

2. WRITTEN APPLICATION OR CONTRACT REQUIRED

A written service application or a properly executed contract will be required from a prospective customer (including a contractor or builder) before the Utility will supply service; however, the Utility may reject an application for any valid reason. Where unusual construction or equipment expenses will be involved in furnishing the service, the Utility may require the contract to be for an appropriate period of time specified by the Utility with notification of termination of service.

A prospective customer must show positive identification when applying for service (i.e. driver's license, employee identification card). A written contract for service is in full force and effect until the party contracting for said service serves the Utility with notification of termination of service.

If the Utility denies service, then it will immediately notify the applicant, in writing, stating the precise facts upon which the Utility based its decision and provide the applicant with an opportunity to rebut such facts and show other facts demonstrating his creditworthiness.

3. MODIFICATION OF CONTRACT

No promises, agreements or representations by any agent of the Utility shall be binding upon the Utility unless they have been incorporated in a written contract signed and approved by an agent of the Utility authorized to sign such contract on behalf of the Utility.

4. ASSIGNMENT OF CONTRACT

The benefits and obligations under any contract for the supply of water by the Utility shall begin when the Utility commences to supply water service thereunder and shall inure to and be binding upon the successors, assigns, survivors, executors or administrators, as the case may be, of the original parties thereto, respectively, for the full term thereof; provided, that no assignment thereof shall be made by the customer or by any successor, assign, survivor, executor or administrator unless the Utility's written consent to any such assignment is first obtained.

5. DEPOSITS

The Utility will require from each applicant for water service a cash deposit equal to their estimated billing for a period of sixty (60) days, but not less than $15.00, as a guarantee against the non-payment of bills for service.

The Utility may require a present customer to make a reasonable cash deposit when the customer has been mailed a disconnect notice for two (2) consecutive months or any three (3) months within the preceding twelve (12) month period, or when the service has been disconnected pursuant to Section 19 - Payment of Bills. The amount of such deposit may not exceed an amount equal to their estimated billing for a period of sixty (60) days, but not less than $15.00, as a guarantee against non-payment of future bills for service. In cases where such deposit is required as a result of a disconnection for non-payment, full payment of the deposit shall be required prior to reconnection.

Any deposit shall be refunded promptly, along with a statement accounting for each transaction involving the deposit, upon satisfactory payment by the customer for a period of twelve (12) consecutive months. Any customer whose account was delinquent for any two consecutive months during said twelve month period shall not qualify for such consideration.

5. DEPOSITS - (continued)

Following customer-requested termination of service:

(a) The Utility shall require payment of any past due balance currently billed and owing;

(b) The Utility shall apply the deposit to the final bill;

(c) Any portion of said deposit remaining after such application shall be forwarded to the customer.

The Utility shall maintain a record of each applicant or customer making a deposit which shows:

(a) The name of the customer;

(b) The current address of the customer so long as he maintains an active account with the Utility in his name;

(c) The amount of the deposit;

(d) The date the deposit was made; and

(e) A record of each transaction affecting such deposit.

Each customer shall be provided a written receipt from the Utility at the time his deposit is paid.

Any deposit made by the applicant, customer, or any other person to the Utility (less any lawful deductions), or any sum which the Utility is ordered to refund for utility service, which has remained unclaimed for seven (7) years after the Utility has made diligent efforts to locate the person who made such deposit or the heirs of such persons, shall be presumed abandoned and treated in accordance with the laws of this state (Uniform Disposition of Unclaimed Property Act).

A deposit may be used by the Utility to cover any unpaid balance following disconnection of service, provided, however, that any surplus may be returned to the customer. In instances where the deposit is used to apply to arrearages, the Utility may require a new deposit to replace that applied to unpaid balances before service is reconnected.

6. DESCRIPTION OF SERVICE TO BE FURNISHED

Upon request, the customer shall present to the Utility a written list of the devices which are to be attached to the Utility's lines, giving the location of the building. The Utility then will advise the form and character of the supply available.

7. TURNING ON WATER SERVICE

Until a contract for water service has been executed and a meter has been installed, or a three-month use permit for residential construction has been obtained, or special arrangements are made to pay for other temporary unmetered water usage, water shall not be turned on at any premises, and then only by a Water Utility representative. Water will not be turned on unless there is at least one adult person present to see that all water outlets on the premises are closed in order to prevent water damage.

If the Utility schedules an appointment for turning on a water service, for any reason, other than Credit Turn-Ons, and the customer fails to keep that appointment, necessitating an additional trip to the premises by the Utility, a $15.00 service charge will be levied.

When water is required to test plumbing before a water contract has been executed and a meter installed, a Water Utility employee shall be called to make the turn-on and turn-off. It is a violation of both the Water Utility's General Rules and Regulations and the Fort Wayne Municipal Code for anyone except a Water Utility employee to make such turn-ons.

A $15.00 fee will be charged by the Utility for turning water service off and on again for the purpose of making repairs to a private plumbing system, extended absence, etc., for the benefit or convenience of the customer.

A Violation of this rule will subject the offender to the penalty provided in the Municipal Code and to payment for the estimated quantity of water used or wasted during the period the water was turned on without authority from the Water Utility.

8. DISCONTINUANCE OF SERVICE

A. Upon Customer's Request:

(1) The customer shall notify the Utility at least seven (7) working days in advance of the day discontinuance is desired. In the case of discontinuance of a "fire protection service," the customer's notice shall be in written form, signed by an authorized agent or representative of the said customer. The customer shall remain responsible for all service used and the billings therefor until service is discontinued pursuant to such notice.

(2) Upon request by a customer of the Utility to discontinue service, the Utility shall discontinue the service within seven (7) working days of the requested discontinuance date. The customer shall not be liable for any service rendered to such address or location after the expiration of these seven (7) working days.

8. DISCONTINUANCE OF SERVICE - (continued)

The customer is responsible for providing access to the premises for an actual final reading within the seven (7) day period. Failure to do so will result in the Utility rendering a final bill based on an average of previous consumption. No adjustments will be made after the expiration of the seven (7) day period.

(3) There will be no abatement of charges in whole or in part by reason of the extended absence of the customer for any cause unless the Utility has been notified to turn off the water.

(4) When water service is temporarily discontinued at the request of the customer, a charge of Fifteen Dollars ($15.00) to cover the expense of turning the water off and on, may be made.

(5) This rule (8. Discontinuance of Service), shall not apply to any case where a customer has entered into a contract with the Utility to take service from the Utility for a definite period of time specified or provided for in such contract, and such stipulated time has not expired.

(6) The Utility will disconnect service only between the hours of 8:00 o'clock a.m. and 4:30 o'clock p.m., prevailing local time.

The Utility will not disconnect service for non-payment on any day on which the Utility's offices are closed to the public, or after twelve noon (12:00 noon) of the day immediately preceding any day on which the Utility office is not open to the public.

B. Without Customer's Request:

(1) The Utility may disconnect service without request by the customer:

(a) When an emergency exists;

(b) For any use of water not authorized by the Utility;

(c) For unprotected cross-connections of a customer's water pipes to any other source of water supply or for permitting any condition to exist about the premises that causes or might cause contamination and/or pollution of the public water supply, or any part thereof;

(d) Upon order by any authority having jurisdiction of such matters;

(e) For failure to repair any leak in the service pipe or appurtenances between the service connection and the meter, or in any private fire protection system or other unmetered facilities;

8. DISCONTINUANCE OF SERVICE - (continued)

(f) For any tampering or knowingly permitting any tampering with any service pipe, curb stop or service valve, meter or meter seal, or any other appliance or equipment owned by the Utility;

(g) For vacancy of premises;

(h) For issuing a bad check to avoid termination of service;

(i) For failure to comply with the terms of a Credit Extension Agreement;

(j) For failure to pay a cash security deposit if requested to do so;

(k) For failure to pay in accordance with these rules any water bills or other charges in connection with water utility service installations or facilities at the service address, other service address, or otherwise, except as noted hereafter;

(l) For failure to provide free and non-hazardous access to the premises and meter, appliances and/or other Utility-owned equipment, so that representatives of the Utility may take meter readings, make all necessary inspections, and maintain, replace, or remove the meter, appliances and/or equipment;

(m) For failure to maintain approved meter settings, including pits and vaults;

(n) For installing a new service pipe and appurtenances or altering or removing existing service pipe and appurtenances, including the meter, without written authority of the Utility;

(o) For waste or excessive use by a customer on a special purpose unmetered rate in excess of contract.

(2) In each case, except those arising under subparagraphs a, b, c, d, f, g, h, i, j, n, and o of this paragraph 8, the Utility shall give written notice of at least five (5) days either mailed to such Customer at his address as shown on the Utility's records or personally delivered to him or a person on the premises, advising the Customer of the reason for the proposed discontinuance of service and stating that service will be discontinued if the reason continues uncorrected.

(3) When water service to the premises has been terminated for any reason, it will be renewed upon proper application when the conditions under which such service was discontinued have been corrected, when all charges due from the customer have been settled, and

8. DISCONTINUANCE OF SERVICE - (continued)

when arrangements have been made to provide access to the premises during the regular working hours of the Utility (8:00 a.m. - 5:00 p.m.). No payments in lieu of disconnecdtions shall be accepted by Utility personnel in the field. A $15.00 service charge will be due and owing at the time the Disconnect Order is issued, whether disconnection of service has been effectuated or not prior to the correction of the condition or conditions under which such service was scheduled to be discontinued. If the shutting off or renewal of service involves any excavating, the cost of such work shall by borne by the customer.

Should the conditions under which service was discontinued not be corrected within sixty (60) days, the Utility shall have the right to final the account. In the absence of a final read, the Utility will render a final bill based on the average of previous consumption; if arrangements are made within seven (7) working days following the date of the final bill, adjustments will be made. No adjustments will be made after the expiration of the seven (7) day period.

Reconnection of the service shall be included in the initial $15.00 service charge; however, if the Utility schedules an appointment for turning on the service and the customer fails to keep that appointment necessitating an additional trip to the premises by the Utility, an additional $30.00 service charge will be added for each and every additional service call, and any applicable hourly charges for utility personnel.

C. Prohibited Disconnections:

(1) Except as otherwise provided, the Utility shall postpone or cause to be postponed the disconnection of service for thirty (30) days if, prior to the disconnect date specified in the disconnect notice, the customer provides the Utility with a medical statement from a licensed physician or public health official which states that disconnection would be a serious and immediate threat to the health or safety of a designated person in the household of the customer. The postponement or disconnection shall be continued for one additional thirty (30) day period upon the provision of an additional such medical statement.

(2) The Utility may not disconnect service to the customer:

(a) Upon his failure to pay for the service rendered at a different metering address, residence or location if such bill has remained unpaid for less than forty-five (45) days;

(b) Upon his failure to pay for services to a previous occupant of premises to be served, unless the Utility has good reason to believe the customer is attempting to defraud the Utility by using another name.

9. SERVICE CONNECTIONS

A. The Utility reserves the right to determine the placement of each service connection so that the curb stop will, as a general rule, be located between the present or proposed sidewalk and curb, or at such other location that will, in the judgment of the Utility, provide a safer, more convenient or more satisfactory location for the curb stop and service box.

B. The Utility, or the customer under the Utility's supervision, will furnish the labor, equipment and materials for and install the service connection, which shall include the tap in the main, the curb stop and box and that portion of the service pipe between them. The customer shall pay the Utility for the cost of such service connections totally installed by the Utility, or for that portion of such service connections partially installed by the Utility. For regular three-quarter inch through through two (2) inch services totally installed by the Utility, a standard price shall be paid. For three-quarter-inch through two (2) inch services requiring longer than usual runs or runs made in congested areas and for four (4) inch and larger services, the actual or estimated cost of the service connection shall be paid.

C. The customer, at his own expense, shall install or cause to be installed the service pipe beyond the curb stop and into his own premises. The Utility and/or City-County Plumbing Inspector reserve the right to inspect each service run made by a plumber, a contractor or an individual customer for proper materials and depth of service before the service trench is backfilled. However, the quality of materials and workmanship going into such service run shall be the customer's responsibility.

Service pipes three (3) inches and large in diameter shall be disinfected, at the customer's expense, before the water supply to such service pipes is turned on for usage. Disinfection of such service pipes will be performed by the Utility upon payment of a reasonable fee for labor, materials and equipment necessary to perform the service. If the customer or their contractor desires, they may perform the service. If the customer or their contractor desires, they may perform the disinfection of such service pipes. However, at least three samples obtained from the service pipes on consecutive days shall prove to be satisfactory for usage, which shall be reported in writing to the Water Engineering Department of the Utility by a laboratory qualified to make such analysis and acceptable to the Utility.

As a general rule, water service will be furnished through a single service pipe to only one property. Where a single property consists of several units or buildings, and is served by a single service pipe, the property owner has the option of valving and metering each unit or building separately. A separate valve must be provided, outside the building and accessible to the Utility, for each metered unit or building. If the situation is exceptional, requiring special consideration, the Utility may make such arrangements as the circumstances require.

9. SERVICE CONNECTIONS - (continued)

In a case where a service has been installed prior to the adoption of and not in accordance with these General Rules and Regulations, where water is being taken through a single curb stop to supply two or more units, buildings or premises, each customer benefiting from such arrangement shall be responsible for the payment of his own water bills and all other legitimate charges.

Any violation of the Rules of the Utility by either of the occupants of said premises shall be deemed a violation as to all, and the Utility may enforce compliance with these Rules by shutting off the supply of water to all, except that such action will not be taken until the innocent customer not in violation of the Utility's Rules has been given wirtten notice and a reasonable opportunity to attach his service pipe, at his own expense, to a separately controlled curb stop.

D. All service pipe shall be grey cast or ductile cast iron, brass or type "K" copper from the curb stop to the meter. No service pipe shall be less than three-quarters of an inch nominal diameter, and all service pipes shall be installed with a minimum of four (4) feet of cover.

E. Service pipes, curb stops, service boxes, meter pits, stop and waste valves and other fixtures used in the installation of, repairs to or additions to service pipes shall be of a type and quality approved by the Utility. The material and supplies of any manufacturer which are in accordance with the Utility's materials standards may be used.

F. A new service pipe between the distribution main and a building shall be run in a direct line, whenever it is practicable and possible, without bends and at a depth of not less than four (4) feet. No pipe having joints shall be driven. Service pipes shall not be laid in the same trench with sewers or any other conduit unless approval has been given in writing by the Utility's Engineering Department.

10. MAINTENANCE OF SERVICE PIPES AND METER BOXES

A. The service connection and its fixtures from the water main to and including the curb stop or service valve shall be maintained in good repair at the expense of the Utility, including replacement of necessary parts because of damage, corrosion, tuberculation, or other deterioration. However, if replacement is made necessary due to increased demand by the customer, such replacement shall be at the customer's expense.

B. The service pipe and its fixtures from the curb stop or service valve into the property served, the meter excepted, shall be maintained at the expense of the customer or owner of the property, and any leaks or other defects in the same shall be promptly repaired by him. A service line or private main extended to property not adjacent to a Utility water main, whether extended through public or

10. MAINTENANCE OF SERVICE PIPES AND METER BOXES

private property, shall be maintained by the customer or owner, unless such line or main has been accepted in writing for maintenance by the Utility. If needed repairs are not made to such service line or private main within five (5) days after written notification by the Utility, the customer or property owner may be charged $15.00 per day for each day following the said five (5) day period of grace that the water leak or other defect is allowed to continue.

C. All meter boxes (including so called pits or vaults) constructed or installed by the owner, regardless of location, and all such boxes constructed or installed by the Utility and located on private property shall be maintained in good repair by the owner at his expense. If an approved, frostproof meter box, located within a public right-of-way, is installed by the Utility, the Utility will maintain such box at its expense. However, the Utility will not maintain the piping leading to and from such meter box, except the piping between the water main and the curb stop, as referred to in paragraph "A", above.

11. THAWING FROZEN SERVICES

A. The thawing of frozen service pipes may be performed by the Utility at the customer's request. However, the Utility requires a signed agreement from the customer covering the thawing of a service before the thawing is commenced.

B. For the first thawing service performed during each winter season, a flat charge of $45.00 will be made. For each subsequent thaw of the same service during the same winter season, a charge of $60.00 will be made. If, at the customer's request, work is done after regular working hours or on a Saturday, a Sunday or a holiday, the foregoing charges will be increased by 50% for work performed after regular working hours and on Saturday, and the foregoing charges will be increased by 100% for work performed on Sundays and/or on holidays. If the customer's water service line (curb stop to house) is ruptured by ice pressue, repairs must be arranged for by the customer with a private plumber and at the customer's expense.

C. When a distribution main is found to be frozen, the Utility will thaw at its own expense the service pipes connected with that part of the main which is frozen.

D. At the request of any customer, the Utility will make an investigation (but not including any excavating) and inform the customer of any conditions found upon the premises which might occasion the freezing and advise him of the steps necessary to remedy such condition. A $15.00 service charge may be levied for such service.

12. INSIDE PIPING AND SERVICE LINES

A. Each applicant for service shall, at his own expense, equip his main supply line with a suitable shut-off valve or valves just inside the foundation wall and shall provide all piping and attachments, all of which shall be assembled, installed and maintained by him, subject to the approval of any authorized inspectors and in accordance with the General Rules and Regulations of the Utility then in force.

B. Each three-quarter-inch (3/4") service line shall have a compression-type stop and waste valve on the inlet side of the meter. Each one-inch (1") or larger service line shall have gate or ball type shut-off valves on both the inlet and outlet side of the meter.

C. Service lines of larger sizes and/or supplying special equipment may require special valving and fitting arrangements. See Rule 16, par. C, for details.

13. CROSS-CONNECTIONS AND BACKFLOW

No cross-connections or conditions, which may potentially permit the backflow of contaminants and/or pollutants from a customer's piping system into the public water distribution system, will be permitted. Piping systems within the customers premises shall conform in all respects to the latest revision of the "CROSS-CONNECTION REGULATION" of the Fort Wayne Water Utility, which is, by reference, made a part of these General Rules and Regulations, the same as if printed herein.

14. USE OF BOOSTER PUMPS

A. No booster pump shall be installed, taking its suction or supply from the Utility's water distribution system, without the written approval of the Chief Water Engineer of the Utility.

B. In all booster pump installations, the suction of the pump shall be connected to an atmospheric tank with City water flow entering the tank being controlled by an automatic float valve and freely discharging into the tank two pipe diameters, or a minimum of six (6) inches, above the positive overflow level of the tank.

C. As an alternate, a suitable control valve which will limit the suction pressure of the pump to a minimum of twenty (20) psig. may be installed, if approved in writing by the Utility's Chief Water Engineer. Such control valves shall be maintained at all times, at the expense of the customer, to ensure proper and continual operation.

15. ACCESS TO PREMISES

The properly authorized representatives of the Utility shall have the right to enter upon the premises of the customer at all reasonable

15. ACCESS TO PREMISES - (continued)

times for the purpose of inspecting and/or testing cross-connection protective devices, atmospheric tank installations, booster pump-vacuum breaker valves, and general plumbing, as well as for the purpose of reading, inspecting, repairing, testing, removing, relocating or replacing the meter or meters used in connection with the service. Failure to allow access to the customer's premises for the above purposes after receipt of a written request shall be cause for discontinuance of the service.

Upon request by the customer, the Utility will provide a meter reading schedule which delineates the days of the month set aside for reading of said customer's district. The schedule of read dates can be obtained in the Customer Relations Department of the Utility, Fourth Floor, City-County Building, Room 440.

In addition to discontinuance of service for the customer's failure to provide the Utility access for regular meter readings, and after a period of seven (7) months without a read, the Utility may require the customer to install a remote reading device to insure future reads. The customer shall pay the Utility the cost of such installation based on the prevailing rate charged other customers who, at their option and expense, request such an installation. The failure of the customer to provide the Utility access for such installation shall be grounds for discontinuance of service. Arrangements with the Utility for installation of said device shall be made within ten (10) days after notification of such required installation.

16. METERING

A. Unless otherwise specified in the contract between the Utility and the customer or by the tariff on file, all water supplied will be measured by a meter or meters of standard manufacture, furnished and installed by the Utility according to the requirements of the Utility in force and effect, as amended from time to time. The customer shall provide for this purpose, free of expense to the Utility, a suitable place near the service entrance either in the basement, in an approved meter box or in a location which is approved by the Utility before installation.

B. The Utility will designate the size and type meter to be used for serving each customer. Each building to be served directly from the main must be supplied by at least a three-quarter-inch service. When the service is larger than this, the Utility reserves the right to designate the number of meters that can be supplied by such service.

C. A by-pass around all new meter installations will be required under any of the following circumstances:

(1) The service line on the outlet side of the meter is one and one-half inches or larger;

16. METERING - (continued)

(2) The service line, regardless of size, serves refrigeration equipment or the water supplied is used for the purpose of cooling equipment;

(3) The water service must not, for any other reason, be interrupted while the meter is being repaired or replaced.

The by-pass shall be furnished and installed by the customer according to the Utility's specifications. Where existing piping not containing a by-pass is altered to meet any of the above conditions, the alteration shall also include the installation of a by-pass.

D. All meters or other appliances and equipment which are furnished by and at the expense of the Utility and which may at any time be on the customer's premises shall, unless otherwise expressly provided herein, be and remain the property of the Utility; the customer shall protect such property from freezing and from loss or damage and no one who is not a representative of the Utility shall be permitted to remove such property or tamper therewith. The customer shall be held liable and responsible for all damages to such property.

E. Ordinary repairs to meters will be made by the Utility without expense to the customer.

F. A meter will be tested for accuracy by the Utility if the customer requests it. The Utility will first investigate the customer's premises for other reasons for excessive water usage before removing the meter for a shop test. If leaks are found or if the meter test establishes the accuracy of the meter to be between 98% and 102%, the Utility may charge the customer Thirty Dollars ($30.00) for making the investigation and/or the test. The customer may have a representative present when the investigation is made and/or the meter is tested.

Such testing shall not be made more frequently than once in twelve (12) months, unless the customer has abnormally high billings. A report of the results of such test will be made to the customer and a complete record of the test will be kept by the Utility.

G. The Utility may place seals on any water meter, or its couplings, in and for any premises, and to replace such seals found broken or removed. The water supply may be turned off if such seals are found to be broken or removed.

H. Where water is taken through one meter servicing a multi-family dwelling, the Utility shall require that the owner of the real property maintain the billing in their name.

17. PRE-WIRING FOR REMOTE METER READING UNITS

All new dwelling units constructed within the service are of the Utility shall be prewired by the building contractor with suitable

17. PRE-WIRING FOR REMOTE METER READING UNITS - (continued)

transmission wire, as a part of the construction costs of the new dwelling unit. At such times as the customer, his building contractor or appropriate sub-contractor orders the water service connection for the new dwelling unit, a reasonable fee will be charged by the Permit Office, in addition to the costs of the water service connection to compensate the Utility for its expenditures for labor, materials, and/or equipment to install at the appropriate location in the new dwelling unit a water meter with a remote meter reading unit.

Such installations and collections will be in accordance with the latest revision of the Utility's "POLICY AND PROCEDURE FOR INSTALLATION OF REMOTE METER READING UNITS IN ALL NEW RESIDENCES SUPPLIED BY THE FORT WAYNE WATER UTILITY," which is by reference, made a part of these General Rules and Regulations, the same as if printed herein.

18. BASIS FOR MONTHLY BILLING

A. All charges for water usage, other than for unmetered fire service or other special purposes, shall be calculated upon the registration of the meter or meters installed, which registration shall be prima facia evidence of the amount of water used.

B. The Utility will make an effort to read meters every other month or at such intervals as may be designated by the Board of Public Works. In the months the Utility does not read the meter, or should the meter fail to register, or if the Utility is unable to gain access to the customer's premises, the customer shall pay a bill calculated on the basis of average consumption as shown by the record of previous meter readings. The first charge after a meter reading is obtained shall be adjusted by averaging consumption over the period from the last reading, charging for each period in accordance with the schedule of rates in effect for the periods, and allowing credit for the amount of estimated billings.

C. After six (6) consecutive months of estimations, the Utility will automatically boost the consumption to four times the estimated amount. The customer will continue to be billed at the boosted rate until such time as an actual read is taken. Any necessary adjustments will be made on the billing following the actual read.

D. Where water is taken through more than one (1) meter, and where such arrangement is for the convenience of the customer, then each meter shall be read and billed separately. Where water is taken through more than one (1) meter for the convenience of the Utility, then the meter readings shall be aggregated and billed as one reading.

E. All water passing through meters shall be charged for, whether used, wasted or lost through leakage.

18. BASIS FOR MONTHLY BILLING - (continued)

F. The Utility will not be bound by bills rendered under a mistake of fact as to the quantity of service rendered.

19. PAYMENT OF BILLS

Bills rendered to customers for water service shall show at least the following information:

(1) The dates and meter readings of the meter at the beginning and end of the period for which the bill is rendered and the billing date;

(2) The number and kind of units of service supplied;

(3) The billing rate code, if any;

(4) The previous balance, if any;

(5) The amount of the bill;

(6) The date on which the bill is due;

(7) If an estimated bill, a clear coding or other indication identifying the bill as an estimated bill;

(8) An explanation, which can be readily understood, of all codes and/or symbols on the bill.

Bills will be rendered monthly. If a bill is not paid on or before the due date indicated on the bill (approximately 15 days after the bill is mailed to the customer), the customer will be considered delinquent. Should this bill remain delinquent for a period of two consecutive months service will be terminated by the Utility.

Failure to receive the bill shall not effect the right of the Utility to cut off and discontinue service for non-payment as above provided.

After receiving notification of a pending termination, the customer may personally come into the office, before the due date, and sign an Agreement, delineating the terms under which payment will be made.

At the time of the execution of the Agreement, the customer agrees to pay all future service bills as they become due. Failure to fulfill the terms of the Agreement will make the same null and void and the total unpaid past due amount, together with any associated service charges related thereto, will become due. Failure to comply with the conditions of the Agreement will result in discontinuance of service without further notice.

To qualify for the above consideration, the customer must not have entered into and breached a similar agreement with the Utility during the last twelve (12) month period.

19. PAYMENT OF BILLS - (continued)

Disputing the accuracy of a bill shall not be reason for non-payment of the bill by the customer. The customer may pay a bill under protest, thus giving written notice that redress is being sought. Such written notice must be filed with the Supervisor of the Customer Relations Department of the Utility prior to the due date of the bill.

All water charges follow the customer rather than the property; if a customer moves from premises where water service has been supplied, such customer will be held responsible for the payment of all bills rendered for the service supplied to said premises until proper notice of discontinuance of water service has been given to the Customer Service Department of the Utility.

Moving from one location to another in no way absolves the customer from any unpaid charges incurred at a previous location. A customer's service may be discontinued for failure to pay any unpaid charges due from the customer, regardless of the premises with respect to which the charges were incurred.

Adjustment of Bills:
(A) Adjustments Due to Meter Error. If any service meter shall be found to have a percentage error greater than that allowed by the Public Service Commission of Indiana, the following provisions for the adjustment of bills shall be observed:

(1) Fast Meters. When a meter is found to have a positive average error (i.e. is fast, in excess of two (2) percent) the Utility will refund or credit the customer's account with the amount in excess of that determined to be an average charge for one-half of the time elapsed since the previous test, or six months, whichever period is shorter. This average charge will be calculated on the basis of units registered on the meter over corresponding periods either prior or subsequent to the period for which the meter is determined to be fast. No part of a minimum service charge will be refunded.

(2) Stopped or Slow Meters. When a meter is stopped or has a negative average error (i.e. is slow, in excess of two (2) percent) the Utility may charge the customer an amount estimated to be an average charge for one-half of the time elapsed since the previous test or six months, whichever period is shorter. This average charge shall be calculated on the basis of units registered on the meter over corresponding periods either prior or subsequent to the period for which the meter is determined to be slow or stopped. Such action may be taken only in cases where the Utility is not at fault for allowing the stopped or slow meter to remain in service.

19. PAYMENT OF BILLS - (continued)

All billing errors, including incorrect tariff applications, will be adjusted to the known date of the error or for a period of one year, whichever period is shorter.

20. COLLECTIONS AND DEFERRED PAYMENT CHARGE

The Utility may bring a civil action to recover any delinquent charges together with interest at the statutory rate, the costs and disbursements of said action, and any other remedy prescribed by law.

Deferred Payment Charge

All bills for water services not paid within fifteen (15) days from the due date thereof, as stated in such bills, shall be subject to a collection or deferred payment charge of 10% on the first $3.00 and 3% on the excess over $3.00.

21. WASTE OR EXCESSIVE USE

If a customer on a special purpose unmetered rate is found using water in excess of his contract, or permits leaks on the premises, or wastes water by allowing hydrants or faucets to run more or less continuously, the Utility may require the customer to provide a suitable place for the installation of a water meter and thereafter supply service in accordance with the applicable metered tariff.

22. NOTIFICATION OF LOAD INCREASE

The service connections and meters supplied by the Utility have definite capacities; no substantial addition to the water consuming equipment or appliances connected thereto should be made except after written notice to and written consent from the Utility.

23. RESALE OF WATER

The water or service furnished under these rules is for the use of the customer on his own premises. He shall not resell any water or service without the written consent of the Utility.

24. PRIVATE FIRE PROTECTION SERVICE

The entire private fire protection service on a customer's premises shall be subject to inspection and tests by the Utility at such times as it is deemed necessary.

Before any modifications are made to any private fire protection system or before service is furnished to any new private fire protec-

24. PRIVATE FIRE PROTECTION SERVICE - (continued)

tion system connected to or proposed to be connected to and supplied with water from the Utility's distribution mains, the owner of the private fire protection system or his contractor shall provide certification to the Utility that the system has been disinfected, and final plans of such fire protection system shall be filed with and approved by the Engineering Department of the Utility. The following shall be shown on the final plans:

(1) the number of sprinkler heads to be served;

(2) the sizes and location of the system's piping;

(3) the sizes and locations of all connections to the Utility's distribution mains;

(4) the sizes, locations and types of all valves;

(5) the sizes and locations of all hose connections, reels and/or cabinets;

(6) the sizes and locations of storage tanks connected to the fire system; and/or

(7) the outlet sizes and locations of all fire hydrants.

All fire protection lines within buildings must be installed in such manner that all pipes will be easily accessible for inspection at any time. Underground pipes outside of buildings must be placed and maintained at a minimum depth of four and one-half feet.

No connection with a fire protection system will be permitted to supply water for general purposes unless the connection has been approved by the customer's fire underwriter and unless the general purpose water is metered. If such a connection is approved, both the fire protection line and the general purpose line shall be separately valved outside the building to be served in accordance with the Utility's specifications, thus permitting either line to be turned on or off without affecting the other.

A private fire protection system without a tank shall be equipped with an alarm valve and a check valve. A system with a tank shall have one alarm valve and a double check valve assembly backflow preventive device, the double check valve assembly to be located on the main service pipe(s) supplying fire protection to the property. All check valves shall be of the "no-slam" type, in order to reduce the potential of water hammer, resulting in damage to the Utility's water distribution system.

An unmetered private fire service is furnished for the sole purpose of supplying water for the extinguishment of accidental fires and the use of water from such a service connection for any other purpose is absolutely forbidden.

24. PRIVATE FIRE PROTECTION SERVICE - (continued)

Hydrants and other fixtures connected to a private fire service connection may be sealed by the Utility and such seal shall be broken only in case of fire or as specifically permitted by the Utility; the customer must immediately notify the Utility when any such seal is broken.

Where a service tap on a Utility distribution main provides water for both fire and general purposes to a customer or customers, separate charges will be made for each purpose to each customer by the Utility in accordance with the established rules and schedule of rates.

A private fire service, at the option of the customer and after approval by his fire underwriter, may be connected to his metered water service. The minimum monthly charge for such combined fire and general purpose uses will be as set out in the established scheduled rates. Any additional investment cost incurred by the Utility in such metering must be paid by the customer; maintenance of such meter will be at the Utility's expense.

Whenever a private fire system is to be tested under the regulations of the fire service underwriters, the customer shall notify the Utility's Engineering Department of such proposed test, naming the day and the hour when same is to be made so that, if it desires, the Utility may have a representative present for the test.

25. INTERRUPTION OF SERVICE, ET CETERA

The Utility shall not be responsible in damages for any failure to supply water service or for interruption of the supply of water, or for defective piping on the customer's premises, or for damages resulting to a customer or to third persons from the use of water or the presence of the Utility's devices on the customer's premises, unless due to fault, neglect or culpability on the part of the Utility. Neither party shall be liable to the other for any failure or delay in case such failure or delay is caused by strikes, the acts of nature, unavoidable accidents or contingencies beyond its control and is not due to fault, neglect or culpability on its part.

26. PERMANENT DISCONNECTIONS

In order to reduce the potential of leakage from the Utility's distribution system, when water service is no longer needed at a given property, the owner of the property shall, at his expense, disconnect his service line from the Utility's distribution main or shall employ the Utility to make this disconnection, for which he shall pay the Utility a reasonable fee. Such disconnections shall be done in accordance with the latest revision of the Utility's "POLICY AND PROCEDURES FOR WATER SERVICE DISCONNECTIONS - BUILDING DEMOLITIONS," which is by reference, made a part of these General Rules and Regulation, the same as if printed herein.

27. WATER MAIN EXTENSIONS

The Fort Wayne Water Utility requires a party or parties, firms and/or corporation(s) to pay for the cost of the extensions required to adequately serve them with water for domestic, commercial and/or fire protection. This policy intends to place the cost of installation of local water mains upon the owners of the properties benefitted. Such main extension(s) shall be done in accordance with the latest revisions of the Utilities Water Main Extension Policy which is by reference incorporated herein.

28. PRESENT RULES SUPERSEDE ANY PRIOR RULES

All Rules and Regulations heretofore promulgated by the Utility governing the services supplied by the Utility are superseded and replaced by the foregoing General Rules and Regulations and/or other Regulations refered to herein and thereby made a part hereof.

29. ENFORCEMENT

The remedies provided to the Utility in these Rules and Regulations shall not be exclusive and shall be in addition to any other remedies which the Utility has at law or in equity.

30. AMENDMENTS AND REVISIONS

The Board of Public Works of the City of Fort Wayne, Indiana, may, by appropriate action, amend, modify, delete, change or otherwise revise these General Rules and Regulations as it may deem to be desirable and/or necessary.

Approved by the Board of Public Works of the City of Fort Wayne, Indiana, in their regular meeting on June 3, 1981.

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Betty R. Collins, Member

Effective: June 3, 1981

47

19/

Memorandum

To Board of Public Works Date 6/10/81

From Philip R. Boller, Director of Water Resources P.R. Boller

Subject Adoption of Revised General Rules and Regulations for the Water Utility

COPIES TO:

copies to B+R

The following additions and corrections necessitated revising the Water Rules and Regulations that were adopted by the Board of Public Works on August 20, 1980:

Rule 7: Paragraph 4 was added.

Rule 8 & 9: Problems which Customer Service and Water Engineering became aware of during the past year have required revisions to Rule 8 and 9.

Rule 17: An additional rule "17" was added to cover the pre-wiring of all new houses to facilitate the installation of remote units as provided for in the policy adopted by the Board on January 1, 1978 which has not been spelled out in the Rules before.

Rule 27: To bring the Water Main Extension Policy Rule No. 27 in line with the balance of the Rules and Regulations we deleted most of the text and incorporated it by reference.

Finally, minor changes were made throughout the Water Rules & Regulations to streamline, delete excessive wording and correct grammar etc.

I ask the Board of Public Works to adopt these Water Rules & Regulations for promulgation.

W-202-24
6/3/81

89

18

70-200-11 6/3/81
H.I

ABANDONED DRIVEWAY APPROACH POLICY

Prior to closing an abandoned driveway approach in conjunction with new construction of sidewalk, street, or curb immediately adjacent to private property, the following steps should be followed:

(1) The property owner should be contacted to determine his intentions as to the development of the property and his needs regarding the existing driveway approach.

(2) If property is to be developed, inquire as to whether the City's new construction fits into the proposed development plans and, also, if existing driveway approach is to remain where it is or whether it will be relocated.

(3) After all determinations have been made regarding the disposition of the abandoned driveway, the City's new construction will proceed accordingly by either closing the existing approach or leaving it at its present location.

Approved: Carl E. O'Neal
Carl E. O'Neal
Director of Transportation

David M. Anderson
David M. Anderson, Chief Street Engineer

May 29, 1981

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

Member

Member

Member

70-195-11 H.I. 5/27/81

STREET LIGHTING RESOLUTION NO. 155-81

West Central Area

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that it is deemed necessary to light the West Central Area, more specifically defined as Wayne Street from Van Buren to Thieme Dr., Berry Street from Van Buren to Thieme Drive and Rockhill Street from Jefferson to Main Street, all in accordance with the detailed drawing and specifications on file in the office of the Department of Public Works of said City; and such lighting is now ordered.

The total cost of said lighting shall be paid with monies from the Community Development Block Grant as provided for in Title I of the 1974 Housing and Community Development Act.

Adopted, this 27th day of May 1981.

BOARD OF PUBLIC WORKS

Attest:
Sandra Kennedy
Clerk

192°

70-190-9 H.I
5/20/81

SECOND AMENDMENT TO
OVERFLOW DRAINAGE EASEMENT

THIS SECOND AMENDMENT TO OVERFLOW DRAINAGE EASEMENT made and entered into this 20th day of May, 1981, by and between LAKE COUNTY TRUST COMPANY, not individually, but as Trustee under a Trust Agreement dated December 16, 1968, and known as Trust No. 1471 (hereinafter called "Trustee"), DAYTON-HUDSON CORPORATION, a Minnesota corporation (hereinafter called "Dayton-Hudson"), said Trustee and Dayton-Hudson collectively hereinafter sometimes referred to as "Grantors", and the CITY OF FORT WAYNE, INDIANA, a municipal corporation (hereinafter referred to as "Grantee").

WITNESSETH:

WHEREAS, Trustee and Grantee entered into a certain Overflow Drainage Easement dated July 30, 1976, such easement being recorded on September 14, 1976, as Document No. 76-22745 in the records of the Recorder of Allen County, Indiana; and

WHEREAS, said Overflow Drainage Easement was superseded and amended in its entirety by that certain Amended Overflow Drainage Easement dated October 17, 1977, and recorded on October 21, 1977, as Document No. 77-030423 in the records of the Recorder of Allen County, Indiana; and

WHEREAS, since the date of said Amended Overflow Drainage Easement, Trustee has conveyed a certain 10.5 acre tract to Dayton-Hudson by Trustee's Deed dated April 25, 1980, and recorded May 29, 1980, as Document No. 80-11266, and rerecorded June 5, 1980, as Document No. 80-011781 in the records of the Recorder of Allen County, Indiana (said 10.5 acre tract hereinafter called the "Dayton-Hudson Tract"); and

WHEREAS, said Amended Overflow Drainage Easement affects real estate owned by Trustee and further affects the Dayton-Hudson Tract acquired from Trustee, all such real estate being within the premises commonly known as Glenbrook Shopping Center; and

1820

WHEREAS, in accordance with the terms of said Amended Overflow Drainage Easement, Trustee, its successors and assigns, reserved the right, subject to the approval of Grantee, to amend such easement by providing an alternate easemcnt site all in accordance with the terms of said Amended Overflow Drainage Easement; and

WHEREAS, in respect to the development of the respectivc parccls of real estate owned by Trustee and Dayton-Hudson, the parties hereto have agreed to the location of a new easement premises and now desire to further amend the Amended Overflow Drainage Easement in such manner as hereinafter specifically set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth and as further set forth in the Amendcd Overflow Drainage Easement hereinabove described, the parties hereto now adopt this Second Amendment to Overflow Drainage Easement as follows:

1. The easement premises described in said Amended Overflow Drainage Easement are hereby releascd and vacated and in substitution thereof, Grantors do hereby grant, quit-claim and convey to Grantee a non-cxclusive permancnt easement and right-of-way to construct, operate, control, maintain and reconstruct an overflow drainage easemcnt along and across the real estate locatcd in the City of Fort Wayne, County of Allen, State of Indiana, as describcd in Exhibit "A", attached hcreto and made a part hereof.

2. Grantors havc, at their sole expense, constructcd an overflow drainage easement within the easement premises designated in Exhibit "A" under plans and specifications approved by Grantee, and Grantee hereby acknowledges that such overflow drainage easement has been constructed in accordance with applicable regulations of all local, state or federal authorities. Grantors have furnished Grantee such surveys, drawings, plans and specifications as applicable pertaining to such construction.

3. Trustee has constructed a retention basin and pond over certain premises owned by Trustee immediately adjacent to the North and East of said Overflow Drainage Easement pursuant to a separate Retention Basin Easement Agreement dated July 30, 1976, and recorded on September 14, 1976, as Document No. 76-22744 in the records of the Recorder of Allen County, Indiana. In accordance with the terms of said Retention Basin Easement Agreement, Trustee has altered and changed the location of such retention basin and pond, with the approval and consent of Grantee, and Trustee and Grantee have amended said Retention Basin Easement Agreement by separate amendment thereto to reflect such alteration.

4. All other provisions of the Amended Overflow Drainage Easement recorded as Document No. 77-030423, to the extent applicable, shall remain in full force and effect in all respects.

5. All rights, privileges and obligations of Trustee under said Amended Overflow Drainage Easement (said Trustee therein being designated as "Grantor"), to the extent that such rights, privileges and obligations affect that portion of the easement premises affecting the Dayton-Hudson Tract, shall be considered rights, privileges and obligations of Dayton-Hudson, as successor-in-interest to Trustee, and Trustee is hereby discharged and released from any such rights, privileges and obligations under said Amended Overflow Drainage Easement solely as to that portion of the easement premises which affects the Dayton-Hudson Tract.

6. It is expressly understood and agreed by and between the parties hereto, anything hereunto the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee, are nevertheless each and every one of them made and intended not as personal representations, covenants, undertakings and

1820

agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally, but are made and intended for the purpose of binding only that portion of the trust property specifically described therein, and this instrument is executed and delivered by said Trustee, not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, which said powers confer upon the Trustee authority to make the representations, covenants, undertakings and agreements herein contained, and to bind that portion of the trust property herein described; and that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against the trust company or any beneficiary thereof on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

7. This grant of easement is subject to all zoning laws and ordinances, building, use and other restrictions and rights-of-way of record. There is no Indiana gross income tax due and owing by reason of this grant of easement.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement the date above set forth.

LAKE COUNTY TRUST COMPANY,
as Trustee aforesaid

ATTEST:

By Dorothy Horst
Dorathy Horst,
Its ~~xxx~~ Assistant Secretary

By Donna L. Campbell
Donna L. Campbell,
Its as Trust Officer

DAYTON-HUDSON CORPORATION

ATTEST:

By William P. Hise
William P. Hise
Its Asst Secretary

By A. B. Perlin
A. B. Perlin
Its Senior Vice President

192

CITY OF FORT WAYNE, INDIANA

ATTEST:

By _____
Charles W. Westerman
Its Clerk

By _____
Winfield C. Moses
Its Mayor

BOARD OF PUBLIC WORKS

By _____
Mark L. Akers, Chairman

By _____
Betty R. Collins, Member

By _____
Roberta Anderson-Staten, Member

Approved as to form and legality:

By: _____
Associate City Attorney

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, this 26th day of March, 1981, personally appeared Donna L. Campbell and Dorathy Horst, to me known and known by me to be the persons, who as Trust Officer and Assistant-Secretary, respectively, of LAKE COUNTY TRUST COMPANY, the trust company which executed the foregoing easement, signed the same and acknowledged to me that they did so sign the same in the name and on behalf of said company as such officers; that the same is their free act and deed as such officers and the free and corporate act and deed of said trust company; and that they were duly authorized thereunto by the Board of Directors of said trust company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the date above written.

_____
Notary Public
Charlotte L. Keilman

_____
(Printed Signature)

Resident of Lake County

My Commission expires:

January 20, 1985

1820

STATE OF MINNESOTA)
) SS:
COUNTY OF HENNEPIN) this 27th day of February, 1981,

Before me, the undersigned, a Notary Public in and for said County and State aforesaid, personally appeared A.B Perlin and William P. Hise, to me known, and known by me to be the persons, who as Senior Vice President and Assistant Secretary, respectively, of DAYTON-HUDSON CORPORATION, the corporation which executed the foregoing instrument, signed the same and acknowledged to me that they did so sign the same in the name and on behalf of said corporation as such officers, respectively; that the same is their free act and deed as such officers, respectively, and the free and corporate act and deed of said corporation; and that they were duly authorized thereunto by the Board of Directors of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the date above written.

STEPHANIE J. LINDBERG
NOTARY PUBLIC – MINNESOTA
HENNEPIN COUNTY
My Commission Expires Jan. 12, 1985

Stephanie J Lindberg
Notary Public

STEPHANIE J LINDBERG
(Printed Signature)

Resident of HENNEPIN County

My Commission expires:

_____

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this 20th day of May, 1981, personally appeared WINFIELD C. MOSES and CHARLES W. WESTERMAN, with both of whom I am personally acquainted, and who, upon their oaths, acknowledge themselves to be the Mayor and Clerk, respectively, of the CITY OF FORT WAYNE, INDIANA, and that they, as such Mayor and Clerk being authorized so to do, executed the foregoing instrument for the purposes contained therein for and on behalf of said City, in their capacities as Mayor and Clerk, respectively.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the date above written.

Anne J. Fox
Notary Public

ANNE J. FOX
(Printed Signature)

Resident of Allen County

My Commission expires:

3-6-84

1820

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State this 20th day of May, 1981, personally appeared ~~MARK L. AKERS~~, BETTY R. COLLINS and ROBERTA ANDERSON-STATEN, with all of whom I am personally acquainted, and who, upon their oaths, acknowledge themselves to be members of the BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana, and that they, as such members of the Board of Public Works being authorized so to do, executed the foregoing instrument for and on behalf of the City in their capacities as members of the Board of Public Works.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the date above written.

Anne J. Fox
Notary Public

ANNE J. Fox
(Printed Signature)

Resident of Allen County

My Commission expires:

3-6-84

Prepared by Robert T. Hoover, Shoaff, Parker & Keegan, 2400 Fort Wayne National Bank Bldg., Fort Wayne, Indiana 46802.

1820

GLENBROOK (86-2) REVISED

CERTIFICATE OF SURVEY NUMBER

OFFICE OF **HOFER AND DAVIS, INC.** CIVIL ENGINEERS & LAND SURVEYORS FORT WAYNE, INDIANA

A. K. HOFER P E No. 72 (1968) L. S No. 10504 | CARL A. HOFER P E No. 7122 L S No. 10031 | WILLIAM S DAVIS L S No S 0053 L S No 18114 Michigan

This document is the record of a resurvey of land and real estate situated in the City of Fort Wayne, Allen County, Indiana, made in accordance with the plat and deed record thereof on file in the Office of Recorder of said County and State. The land below described exists in full dimension as herein noted in feet, and is free from encroachments by adjoining landowners, and furthermore, contains entirely within its boundaries the structures of the buildings on it situated; all as below indicated in detail. Any exceptions or discrepancies are below noted

DESCRIPTION OF PROPERTY ~~XXXX~~ OVERFLOW DRAINAGE EASEMENT AS RELOCATED

Following is a legal description for an Overflow Drainage Easement as relocated over and upon GLENBROOK SHOPPING CENTER, a portion of which affects a 10.5 Acre Tract conveyed to DAYTON-HUDSON CORPORATION ("DAYTON-HUDSON TRACT") by Trustee's Deed dated April 25, 1980, recorded May 29, 1980, as Document No. 80-11266, and rerecorded June 5, 1980, as Document No. 80-011781 in the records of the Recorder of Allen County, Indiana, all such easement premises being situated within Lots 4, 5, and 14 in RAHDERT'S SUBDIVISION, Lots 4 and 5 in FERNHILL PLACE ADDITION, and Lots 6, 7, 12, 13, and 18 in FERNHILL PLACE AMENDED ADDITION: ALL situated in the Northeast Quarter, Section 26, Township 31 North, Range 12 East, in Allen County, Indiana, said Easement is to be 60 feet in width, EXCEPTING a width in that portion of said Easement from reference point "A" to reference point "B" running around the South side of an existing Theater Building being 30 feet in width, and EXCEPTING a width in that portion from reference point "A" to "B" running around the North side of said Theater Building being 16 feet in width and centered on lines or appropriate extensions thereto hereinafter described:

To arrive at the point of beginning, commence on the Westerly right-of-way line of U. S. Highway No. 27 as situated 60 feet normally distant Westward of said Highway centerline, and established by Right-of Way Grant recorded in Document No. 72-17438 at a point situated 1200 feet South of the former centerline of U. S. Highway No. 30 (24 foot concrete slab) established by State Highway Plans "F" PROJECT 724(1)1946; thence Westerly and parallel to the former U. S. Highway No. 30 centerline on a coordinate line designated 3800 North, a distance of 2007.0 feet to coordinate line 2930 East; thence Southerly on a line normal to said coordinate line 3800 North, a distance of 75.4 feet to the Northerly terminus of a 42 inch R.C.P. Storm Drain; thence South 45 degrees 13 minutes East, a distance of 36.0 feet to the point of beginning initially referred to; thence continuing South 45 degrees 13 minutes East, a distance of 49.8 feet; thence South 14 degrees 31 minutes East, a distance of 189.3 feet to an existing inlet; thence South 1 degree 19 minutes East, a distance of 181.5 feet to an existing inlet; thence South 25 degrees 06 minutes East, a distance of 130.0 feet to an existing inlet; thence South 51 degrees 28 minutes East, a distance of 112.4 feet to the West line of said DAYTON-HUDSON TRACT and designated reference point H-3; thence continuing South 51 degrees 28 minutes East, a distance of 127.2 feet to an existing Catch Basin; thence South 89 degrees 38 minutes East, a dis-

EXHIBIT "A"

IN WITNESS WHEREOF, I place my hand and seal, this 5th day of NOV 1980

Wm S. Davis

tance of 203.2 feet to an existin manhole; thence South 58 degrees 49 minutes East, a distance of 72.7 feet to the East line of said DAYTON-HUDSON TRACT and designated reference point H-4; thence continuing South 58 degrees 49 minutes East, a distance of 63.4 feet to an existing Catch Basin casting and reference point designated "A", said reference point "A" being the initial point where said Storm Overflow Drainage Easement branches around an existing Theater Building; thence Southeasterly by a deflection right of 27 degrees 26 minutes, a distance of 164.7 feet; thence Easterly by a deflection left of 58 degrees 36 minutes, a distance of 130.2 feet; thence Northeasterly by a deflection left of 39 degrees 19 minutes, a distance of 122.8 feet to an existing manhole and reference point designated "B", said Easement from reference point "A" to "B" being 30 feet in width and running around to the South side of said Theater Building; thence Northeasterly by a deflection right of 28 degrees 27 minutes, a distance of 239.4 feet to the center of an existing Catch Basin casting; thence Southeasterly by a deflection right of 51 degrees 28 minutes, a distance of 62.5 feet to the Northwesterly corner of 11.31 Acres (AYRWAY TRACT) and the terminus of said Easement;

TOGETHER with a 16 foot strip running around the North side of the existing Theater Building from reference point "A" to reference point "B" and centered on the line hereinafter described; commence at reference point "A" hereinbefore referred to; thence Easterly by a deflection left of 31 degrees 47 minutes from the previous course produced, a distance of 235.4 feet; thence Southeasterly by a deflection right of 41 degrees 18 minutes, a distance of 99.8 feet to reference point "B".

NOTES:

(1) From reference points H-3 to H-4, said Easement lies wholly within the 10.5 acre DAYTON-HUDSON TRACT.

(2) From reference point "A" to the Northwesterly corner of the 11.31 Acre (AYRWAY TRACT) both North and South of an existing Theater Building, said Easement is identical to the Easement described in Document No. 77-030423.

IN WITNESS WHEREOF, I place my hand and seal, this 5th day of November 1980.

Wm S. Dawes

70-190-8 H.I
5/20/81

FIRST AMENDMENT TO STORM SEWER EASEMENT

THIS FIRST AMENDMENT TO STORM SEWER EASEMENT made and entered into this 20th day of May 1981, ~~1980~~ by and between LAKE COUNTY TRUST COMPANY, not individually, but as Trustee under a Trust Agreement dated December 16, 1968, and known as Trust No. 1471 (hereinafter called "Trustee"), DAYTON-HUDSON CORPORATION, a Minnesota corporation (hereinafter called "Dayton-Hudson"), said Trustee and Dayton-Hudson collectively sometimes referred to as "Grantors", and the CITY OF FORT WAYNE, INDIANA, a municipal corporation (hereinafter referred to as "Grantee").

WITNESSETH:

WHEREAS, Trustee and Grantee entered into a certain Storm Sewer Easement dated July 30, 1976, such easement being recorded on September 14, 1976, as Document No. 76-22743 in the records of the Recorder of Allen County, Indiana; and

WHEREAS, since the date of said Storm Sewer Easement, Trustee has conveyed a certain 10.5 acre tract to Dayton-Hudson by Trustee's Deed dated April 25, 1980, and recorded May 29, 1980, as Document No. 80-11266, and re-recorded June 5, 1980, as Document No. 80-011781 in the records of the Recorder of Allen County, Indiana (said 10.5 acre tract hereinafter called the "Dayton-Hudson Tract"); and

WHEREAS, said Storm Sewer Easement affects real estate owned by Trustee and further affects the Dayton-Hudson tract acquired from Trustee, all such real estate being within the premises commonly known as Glenbrook Shopping Center; and

WHEREAS, in accordance with the terms of said Storm Sewer Easement, Trustee, its successors and assigns, reserved the right, subject to the approval of Grantee, to amend such easement by providing an alternate easement site all in accordance with the terms of said Storm Sewer Easement; and

WHEREAS, in respect to the development of the respective parcels of real estate owned by Trustee and Dayton-Hudson, the parties hereto have agreed to the location of a new storm

sewer easement premises and now desire to amend the Storm Sewer Easement in such manner as hereinafter specifically set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth and as further set forth in the Storm Sewer Easement hereinabove described, the parties hereto now adopt this First Amendment to Storm Sewer Easement as follows:

1. The easement premises described in said Storm Sewer Easement are hereby released and vacated and in substitution thereof, Grantors do hereby grant, quit-claim and convey to Grantee a non-exclusive permanent easement and right-of-way to construct, operate, control, maintain, reconstruct and remove a storm sewer along and across the real estate located in the City of Fort Wayne, County of Allen, State of Indiana, as described in Exhibit "A", attached hereto and made a part hereof.

2. Grantors have, at their sole expense, constructed a storm sewer drain within the easement premises designated in Exhibit "A" under plans and specifications approved by Grantee, and Grantee hereby acknowledges that such storm sewer drain has been constructed in accordance with applicable regulations of all local, state or federal authorities. Grantors have furnished Grantee such surveys, drawings, plans and specifications as applicable pertaining to such construction.

3. All other provisions of the Storm Sewer Easement recorded as Document No. 76-22743, to the extent applicable, shall remain in full force and effect in all respects.

4. All rights, privileges and obligations of Trustee under said Storm Sewer Easement (said Trustee therein being designated as "Grantor"), to the extent that such rights, privileges and obligations affect that portion of the easement premises affecting the Dayton-Hudson Tract, shall be considered rights, privileges and obligations of Dayton-Hudson, as successors-in-interest to Trustee, and Trustee is hereby discharged and released from any such rights, privileges and obligations

under said Storm Sewer Easement solely as to that portion of the easement premises which affects the Dayton-Hudson Tract.

5. It is expressly understood and agreed by and between the parties hereto, anything hereunto the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee, are nevertheless each and every one of them made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally, but are made and intended for the purpose of binding only that portion of the trust property specifically described therein, and this instrument is executed and delivered by said Trustee, not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, which said powers confer upon the Trustee authority to make the representations, covenants, undertakings and agreements herein contained, and to bind that portion of the trust property herein described; and that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against the trust company or any beneficiary thereof on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

6. This grant of easement is subject to all zoning laws and ordinances, building, use and other restrictions and rights-of-way of record. There is no Indiana gross income tax due and owing by reason of this grant of easement.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement the date above set forth.

LAKE COUNTY TRUST COMPANY,
as Trustee aforesaid

ATTEST:

By Dorathy Horst
Dorathy Horst, as
Its Assistant-Secretary

By Donna L. Campbell
Donna L. Campbell, as
Its Trust Officer

DAYTON-HUDSON CORPORATION

ATTEST:

By William P. Hise
William P. Hise
Its Asst Secretary

By A. B. Perlin
Its Senior Vice President

CITY OF FORT WAYNE, INDIANA

ATTEST:

By Charles W. Westerman
Charles W. Westerman
Its Clerk

By
Winfield C. Moses
Its Mayor

BOARD OF PUBLIC WORKS

By
Mark L. Akers, Chairman

By Betty R. Collins
Betty R. Collins, Member

By Roberta Anderson-Staten
Roberta Anderson-Staten, Member

Approved as to form and legality:

By:
Associate City Attorney

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, this 26th day of March, 1981, ~~xxxxx~~ personally appeared Donna L. Campbell and Dorathy Horst, to me known and known by me to be the persons, who as Trust Officer and Assistant-Secretary, respectively, of LAKE COUNTY TRUST COMPANY, the trust company which executed the foregoing easement, signed the same and acknowledged to me that they did so sign the same in the name and on behalf of said company as such officers; that the same is their free act and deed as such officers and the free and corporate act and deed of said trust company; and that they were duly authorized thereunto by the Board of Directors of said trust company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the date above written.

Charlotte L Keilman
Notary Public

Charlotte L. Keilman
(Printed Signature)

Resident of Lake County

My Commission expires:

January 20th, 1985.

STATE OF MINNESOTA)
) SS:
COUNTY OF HENNEPIN)

Before me, the undersigned, a Notary Public in and for said County and State, this 27th day of February, 1980, personally appeared A.B Perlin and William P Hise, to me known, and known by me to be the persons, who as Senior Vice President and Assistant Secretary, respectively, of DAYTON-HUDSON CORPORATION, the corporation which executed the foregoing instrument, signed the same and acknowledged to me that they did so sign the same in the name and on behalf of said corporation as such officers, respectively; that the same is their free act and deed as such officers, respectively, and the free and corporate act and deed of said corporation; and that they were duly authorized thereunto by the Board of Directors of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the date above written.

STEPHANIE J. LINDBERG
NOTARY PUBLIC – MINNESOTA
HENNEPIN COUNTY
My Commission Expires Jan. 12, 1985

Stephanie J. Lindberg
Notary Public

STEPHANIE J. LINDBERG
(Printed Signature)

Resident of HENNEPIN County

My Commission expires:

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this 20 day of May, 1981, personally appeared WINFIELD C. MOSES and CHARLES W. WESTERMAN, with both of whom I am personally acquainted, and who, upon their oaths, acknowledge themselves to be the Mayor and Clerk, respectively, of the CITY OF FORT WAYNE, INDIANA, and that they, as such Mayor and Clerk being authorized so to do, executed the foregoing instrument for the purposes contained therein for and on behalf of said City, in their capacities as Mayor and Clerk, respectively.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the date above written.

Anne J Fox
Notary Public

ANNE J. FOX
(Printed Signature)

Resident of Allen County

My Commission expires:

3-6-84

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this 20 day of May, 1981, personally appeared ~~MARK L.~~ AKERS, BETTY R. COLLINS and ROBERTA ANDERSON-STATEN, with all of whom I am personally acquainted, and who, upon their oaths, acknowledge themselves to be members of the BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana, and that they, as such members of the Board of Public Works being authorized so to do, executed the foregoing instrument for and on behalf of the City in their capacities as members of the Board of Public Works.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the date above written.

Anne J. Fox
Notary Public

ANNE J. FOX
(Printed Signature)

Resident of Allen County

My Commission expires:

3-6-84

Prepared by Robert T. Hoover, Shoaff, Parker & Keegan,
2400 Fort Wayne National Bank Building, Fort Wayne, Indiana 46802

GLENBROOK (86-1) REVISED

CERTIFICATE OF SURVEY NUMBER _____

OFFICE OF HOFER AND DAVIS, INC.
CIVIL ENGINEERS & LAND SURVEYORS
FORT WAYNE, INDIANA

A. K. HOFER P.E. No. 72 (1968) L.S. No. 10504
CARL A. HOFER P.E. No. 7122 L.S. No. 10031
WILLIAM S. DAVIS L.S. No. S-0053 L.S. No. 18114 Michigan

This document is the record of a resurvey of land and real estate situated in the City of Fort Wayne, Allen County, Indiana, made in accordance with the plat and deed record thereof on file in the Office of Recorder of said County and State. The land below described exists in full dimension as herein noted in feet, and is free from encroachments by adjoining landowners, and furthermore, contains entirely within its boundaries the structures of the buildings on it situated; all as below indicated in detail. Any exceptions or discrepancies are below noted

DESCRIPTION OF PROPERTY FOR Mr. STORM SEWER EASEMENT AS RELOCATED

Following is a legal description for a Storm Sewer Easement as relocated over and upon GLENBROOK SHOPPING CENTER, a portion of which affects a 10.5 Acre Tract conveyed to DAYTON-HUDSON CORPORATION (DAYTON-HUDSON TRACT") by Trustee's Deed dated April 5, 1980, recorded May 29, 1980, as Document No. 80-11266 and re-recorded June 5, 1980, as Document No. 80-011781 in the records of the Recorder of Allen County, Indiana, said easement premises being situated within Lots 2, 3, 4, 5, and 6 RAHDERT'S SUBDIVISION; Lots 4 and 5, FERNHILL PLACE ADDITION; Lots 6 and 7, FERNHILL PLACE AMENDED ADDITION; and Lot 14 RAHDERT'S SUBDIVISION: ALL in Section 26, Township 31 North, Range 12 East, in Allen County, Indiana; said Storm Sewer Easement is to be 20 feet in width and centered on a line hereinafter described as follows to-wit:

To arrive at the point of beginning, commence on the Westerly right-of-way line of U. S. Highway No. 27 as situated 60 feet normally distant Westward of said Highway centerline and established by Right-of-Way Grant recorded in Document No. 72-17438 at a point situated 1200 feet South of the former centerline of U. S. Highway No. 30 (24 foot concrete slab) established by State Highway Plans "F" PROJECT 724(1)1946; thence Westerly and parallel to the former U. S. Highway No. 30 centerline on a coordinate line designated 3800 North, a distance of 2007.0 feet to coordinate line 2930 East; thence Southerly on a line normal to said coordinate line 3800 North, a distance of 75.4 feet to the point of beginning initially referred to and the Northerly terminus of a 42 inch R.C.P. storm drain; thence South 45 degrees 13 minutes East, a distance of 258.0 feet to the West line of said DAYTON-HUDSON TRACT and designated reference point H-1; thence continuing South 45 degrees 13 minutes East, a distance of 135.4 feet to an existing manhole; thence South 37 degrees 02 minutes East, a distance of 269.1 feet to an existing manhole; thence South 79 degrees 56 minutes East, a distance of 299.3 feet to the East line of said DAYTON-HUDSON TRACT and designated reference point H-2; thence continuing South 79 degrees 56 minutes East, a distance of 153.2 feet to an existing manhole; thence South 21 degrees 23 minutes East, a distance of 273.3 feet to an existing manhole; thence South 40 degrees 57 minutes East, a distance of 364.1 feet to an existing manhole and the Southerly terminus of said Easement, said terminus manhole being

EXHIBIT "A"

IN WITNESS WHEREOF, I place my hand and seal, this 5th day of Nov., 19 80

Wm. S. Davis

situated 49.6 feet North and 44.0 feet West of the Northwest corner of the AYR-WAY Building, and as furthermore situated within an Easement for Sanitary and Storm Sewers as recorded in Deed Record 735, pages 454-461.

NOTES:

(1) From reference points H-1 to H-2 said Easement lies wholly within the 10.5 acre DAYTON-HUDSON TRACT.

(2) The last two courses of the Easement hereinbefore described are identical to the original Easement as described in Document No. 76-22743.

IN WITNESS WHEREOF, I place my hand and seal, this 5th day of November 1980.

Wm S. Dawn

70-191-3 H.I.
5/21/81

SPECIAL REQUIREMENTS FOR CONTRACTORS
CORNER CUT AND WINGWALK CONSTRUCTION

ITEM 1
A contractor, upon receiving a request for invitational bids from the City Street Engineering Department, shall return bids on or prior to specified date and time to Room 740, City-County Bldg.

ITEM 2
The successful contractor, upon receiving notice or purchase order for work bid, shall be allowed 30 days maximum for the work to be constructed, weather permitting. (For purchase orders of $5,000.00 or less)

ITEM 3
All work must comply with City Standards and Specifications unless otherwise specified on plans received. Any variances from plans received, must be approved by the Street Engineer or his duly authorized representative.

ITEM 4
Before placing concrete, a City Inspector shall be notified for inspection. Telephone Number - 423-7877.

ITEM 5
The contractor shall erect and maintain suitable barriers to protect the project from all traffic. The City Inspector must make a final inspection on the project prior to acceptance. Any work damaged or damage caused by the contractor during construction, prior to City making final inspection and acceptance, shall be replaced by the contractor at his expense.

ITEM 6
All equipment, surplus materials and construction debris of every description, shall be removed and the entire area put in a neat and orderly condition.

ITEM 7
Contractor agrees to supply all permits and licenses required by City Ordinance, State statute or Federal law and insurance coverages against liability for damages, resulting from injuries to persons or property incident to the work herein contemplated and will hold the City free and harmless from any and all such claims.

ITEM 8
Upon final acceptance by the Street Engineer, or his duly authorized representative, an invoice and signed claim voucher shall be sent to the City Street Engineering Department, Room 740, City-County Building. Claim will be approved and forwarded to the Board of Public Works for payment.

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

Carl E. O'Neal
Director of Transportation

Chairman

David H. Anderson
Street Engineer

Member

Member

2t

Form 1979

HI 70-188-18
5/1981

Improvement Resolution

FOR CURB AND ~~SIDEWALK~~

No. 5909 - 1981

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by curbwalk replacement as follows:

(1) Weisser Park, both sides between Colerick & McKee;

(2) John St., both sides between Colerick & Pontiac;

(3) Smith Street, both sides between Colerick & McKee;

(4) Winter St., both sides between Colerick & Pontiac;

(5) Leith St., both sides between Lafayette & Hanna;

(6) Boltz St., both sides between Warsaw & Hanna.

Also, sidewalk spot repair and curbface walk replacement on Weisser Park, both sides from north of McKee St. to south of Pontiac St.

also known as OXFORD NEIGHBORHOOD, PHASE VI-A.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by Community Development & Planning Dept.

Adopted, this 19th *day of* May, 1981.

ATTEST: Sandra Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

Gilbert A. Anderson, Mayor

CALHOUN PRESS

Form 1929

76-188-17 H.I

5/19/81

Improvement Resolution

FOR CURB AND SIDEWALK

No. 5906 - 1981

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by constructing curb and sidewalk where necessary on TABER ST., both sides between Lafayette and Hanna, and SUTTENFIELD ST., both sides between Lafayette and Hanna; also known as LAREZ NEIGHBORHOOD, PHASE IV.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by Community Development & Planning.

Adopted, this 19th *day of* May, 1981.

ATTEST: Sandra Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

Robert A. Anderson

CALHOUN PRESS

2.4 26

Form 1929

70-187-16 H.I.
5/19/81

Improvement Resolution

FOR STREET OR ALLEY

No. 5908 - 1981

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by maintenance reconstruction of East Paulding Road pavement between Arlene Drive on the west and east to the end of concrete pavement as shown on plan.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid jointly by City Water Pollution Control Maintenance and City Street Engineering Departments.

Adopted, this 19th *day of* May, 1981.

ATTEST: Sandra Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

Richard Ralston

CALHOUN PRESS

Form 1929

TO-180-20 H.I. 5/6/81

Improvement Resolution

FOR CURB AND SIDEWALK

No. 5907 - 1981

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve curbs, sidewalks, and drive approaches in Harrison Hill Addition as follows:

(1) Harrison St. from south curbline Rudisill Blvd. to north curbline Sherwood Terrace;
(2) Hoagland Ave. from north property line Lexington to south property line Lot #171 - 172;
(3) Webster St. from north property line Lexington to north curbline North Cornell Circle;
(4) Foster Parkway from west curbline Calhoun St. to west property line Lot #9 & 10;
(5) Branning Ave. from west curbline Calhoun St. to west property line Lot #21 & 23;
(6) Lexington Ave. from west curbline Calhoun St. to west property line Lot #198;
(7) North Seminole Circle from west curbline Calhoun St. to east curbline Radial Lane;
(8) South Seminole Circle from west curbline Calhoun St. to east curbline Radial Lane;
(9) Radial Lane from east curbline North Cornell Circle to west curbline North Seminole Circle;
(10) North Cornell Circle from west curbline Calhoun St. to east curbline Hoagland Ave.;
(11) South Cornell Circle from west curbline Calhoun St. to east curbline Hoagland Ave.;
(12) Pasadena Drive from west curbline South Cornell Circle to west property line Lot #175;
(13) Maxine Drive from west curbline North Cornell Circle to west property line Lot #207.

The cost of said improvement shall be paid as follows:

Curbs adjoining property	50% City	50% Property Owners
Curbs Harrison Blvd. Parkway	100% City	
Curbs & Sidewalks in Assoc. Pkwy.		100% Property Owners, divided equally among all property owners
Driveway Approaches	25% City	75% Property Owner
Sidewalks & Yardwalks	25% City	75% Property Owner
Corner Wingwalks, Ramps, Alley Returns and New Structures	100% City	

all in accordance with the profile, details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

Assessments, if deferred, are to be paid in ten equal installments, with interest at the rate of 9% prevailing per cent. per annum. A bond or bonds shall be issued to the contractor in payment of such work, unless the property owners pay said assessments before said bond or bonds are issued. Under no circumstances shall the City of Fort Wayne be or be held responsible for any sum or sums due from said property owner or owners for said work, or for the collection of the same, or for the payment of any bond, bonds, certificate or certificates, issued to said contractor in payment for such work, except for such moneys as shall have been actually received by the City from the assessments for such improvement, or such moneys as said City is by said above entitled act required to pay. All proceedings had and work done in the making of said improvement, assessment of property, collection of assessments and issuance of bonds therefor, shall be as provided for in said above entitled act and all amendments thereto and supplements thereof.

Adopted, this 6th *day of* May, 1981.

ATTEST: Sandra E Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS: Robert A Anderson
Betty R Cobbs

728

Form 1929

City Paid 70-180-19 H.I. 5/6/81

Improvement Resolution

FOR CURB AND SIDEWALK

No. 5905 - 1981

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve a section of retaining wall, handrail, sidewalks and curbs under the Penn-Central Railroad Elevation on the east side of Hanna Street between Hayden Street and Wallace Street.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid the City of Fort Wayne.

Adopted, this 6th *day of* May, 1981.

ATTEST: Sandra E. Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS: Vivian G. Anderson, Jr.
Betty R. Collins

CALHOUN PRESS

Form 1929

70-174-10 H.I.
4/29/81

Improvement Resolution

FOR CURB AND SIDEWALK,
STREET LIGHTING

No. 5903 - 1981

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by constructing curbs and sidewalks in NORTHWEST CENTRAL NEIGHBORHOOD, PHASE V, as follows:

(1) Second St., the north and south sides from Clark on the west to alley west of Wells St.

(2) High St., the north and south sides from Barthold on the west to alley west of Wells St.

ALSO, by installing underground ornamental street lighting system on the south side of High Street from Barthold on the west to the alley west of Wells St.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by Community Development & Planning.

Adopted, this 29th *day of* April, 1981

ATTEST: Secretary & Clerk

BOARD OF PUBLIC WORKS:

Robert A. Anderson, Sr.

Betty R. Collins

CALHOUN FORMS

RESOLUTION NO. 70-169-17

WHEREAS, The Mayor of the City of Fort Wayne did state in a letter dated March 9, 1981 to the Board of Directors of Inbalco, Inc. the City's desire and intention to purchase for three million seven hundred thousand dollars ($3,700,000.00)the fixed assets and property owned by Inbalco south and east of the St. Joe River in both St. Joseph and Adams Townships, and

WHEREAS, an Agreement for purchase of assets has been prepared between The City of Fort Wayne and Puritan Utilities, Inc., Diversified Utilities, Inc. and Maplewood Park Utilities, Inc. (more commonly known as Inbalco) in an acceptable manner for execution by the City

NOW, THEREFORE BE IT RESOLVED by the Board of Public Works that on this day to accept and execute this Agreement and proceed to have it approved by all the appropriate governmental agencies.

ADOPTED THIS 22nd DAY OF April, 1981

ATTEST:

Sandra E. Kennedy, Clerk

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Betty R. Collins, Member

Roberta Anderson Staten, Member

32

Ratified
70-169-16 H.I. 4/28/81
4/22/81 S-114-81

ADDENDUM NO. 2
TO THE ENGINEERING AGREEMENT OF
REID, QUEBE, ALLISON, WILCOX & ASSOCIATES, INC. AND
THE CITY OF FORT WAYNE

WHEREAS, the consulting engineering firm of Reid, Quebe, Allison, Wilcox & Associates, Inc. , hereinafter called the "Engineer," has been retained by the City of Fort Wayne, Indiana, hereinafter called the "Owner," under an Agreement dated June 25, 1979; and

WHEREAS, due to circumstances beyond the control of the Engineer and the Owner the services to be provided under the Agreement cannot be completed within the time allowed in the Agreement; and

WHEREAS, application has been made to and additional funds are expected from the U.S. Environmental Protection Agency to expand the scope of work and adjust the Engineer's compensation; and

WHEREAS, it is necessary to continue the gathering of data required in the work pending the availability of additional funds;

NOW THEREFORE, the Owner and the Engineer mutually agree that the Agreement is modified as hereinafter set forth.

SECTION 1
TIME FOR COMPLETION OF WORK

1.1 The Engineer shall continue to provide services towards the completion of the scope of work of the Agreement until the billable expenses of the Engineer, plus agreed upon Fixed Fee, equal the total compensation identified in the Agreement.

1.2 At such time as additional U.S.E.P.A. funds are granted for the completion of this work, the Owner and the Engineer shall agree, in writing, to appropriate changes to the scope of work, the time for completion and the Engineer's compensation.

03.12.81-0116A-5707a

32

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the 12th day of March, 1981, and set their hands below.

ENGINEER:
Reid, Quebe, Allison, Wilcox & Associates, Inc.

John B. Allison
John B. Allison
Executive Vice President

ATTEST:

J. Edward Doyle
J. Edward Doyle, Sec.-Treasurer

OWNER:
City of Fort Wayne, Indiana
Board of Public Works

Betty R. Collins

03.12.81-0116A-5707a

32

Memorandum

To Board of Public Works Date 3/18/81

From Philip R. Boller, Director of Water Resources

Subject Addendum No. 2

COPIES TO:

D. Embury
T. Pallone

The attached Addendum No. 2 for Reid, Quebe, Allison, Wilcox & Associates, Inc. has been reviewed and appears to be in order for execution by the Board.

As you know, this engineering firm is preparing the CSO Study for the City which is a prerequisite to obtaining Federal funding for the Lakeside project. Their contract to perform this service is $308,124.00 of which they have received payments in the amount of $211,395.00 with a completion date to have been March 31, 1981.

We have requested in a grant amendment an increase of $48,000.00± along with a time extension to March 31, 1982.

However, the State is on a hold on all grant submittals to EPA at this time per their instruction.

Since it is imperative that the work does not stop on this study, I am recommending the execution of this Addendum.

P R Boller

C180775

70-169-16 #I.
4/27/81

70-167-3 H.I.
4/22/81

STREET LIGHTING RESOLUTION NO. 152-81

PEMBERTON DRIVE

NOW THEREFORE: the Board of Public Works of the City of Fort Wayne, Indiana, hereby deems it necessary to light Pemberton Drive from Niagara Drive to Lake Avenue, all in accordance with the drawings and specifications on file in the office of the Department of Public Works of said City and such lighting is now ordered. This improvement is ordered pursuant to I.C. 19-5-24-1 and 10. A maximum cost of $3.27 per lineal front foot of property shall be assessed upon real estate abutting the above described street. The balance of the project cost shall be assessed upon the City of Fort Wayne, Indiana. Assessments, if deferred, are to be paid in ten (10) equal installaments, with interest at the rate of seven (7%) percent per annum and shall be financed by the Barrett Law revolving improvement fund as provided for in I.C.18-6-5-29-5. All proceedings and any work done in said lighting assessment of property collections of assessments and issuance of bonds therefor, shall be provided for in said above entitled acts and all amendments thereto and supplemental thereof.

Adopted, this 22nd day of April 1981

BOARD OF PUBLIC WORKS

Robert Anderson Staten

Betty R. Collins

Attest:

Sandra E. Kennedy
Clerk

34

Sent out for recording 4/16/81 MK

70-164-34 H.I 4/15/81

AGREEMENT

THIS AGREEMENT is between the CITY OF FORT WAYNE, by its Board of Public Works (hereinafter referred to as "CITY"), and WESTWOOD DEVELOPMENT, INC., (hereinafter referred to as "DEVELOPER"), and FORT WAYNE NATIONAL BANK and TRUST COMPANY, as Trustee of the Highland View Liquidating Trust,

WHEREAS, the City did condemn a permanent and temporary sanitary sewer easement by Resolution 189-80 across land known as Westwood Valley, Section I, and,

WHEREAS, the Developer remonstrated against said sanitary sewer easement condemnation, and,

WHEREAS, the Developer in order to encourage the City to rescind said sewer condemnation Resolution 189-80, has agreed to Grant an Easement, Exhibit A, which is listed as common area and utilities and drainage easements for proposed Westwood Valley, Section II.

NOW, THEREFORE, be it hereby agreed by the parties that:

1. There will be no cost to the City for said exchange of easements.

2. The developer shall grant an easement as shown on Exhibit "A" and more particularly described as follows:

   Beginning at the Northeast corner of the West Half of the Northeast Quarter of Section 33, Township 31 North, Range 12 East, Allen County, Indiana; thence, South 00 degrees 15 minutes 47 seconds East along the East line of said West Half 900 feet to the Point of Beginning, thence South 00 degrees 15 minutes 47 seconds East along the East line of said West Half, 377.58 feet to the centerline of the Neuhaus Ditch, and the Northeast corner of Westwood Valley Section I; thence, along the centerline of said ditch and the North line of said subdivision with the following course: South 56 degrees 20 minutes 07 seconds West, 648.17 feet; South 42 degrees 54 minutes 13 seconds West 297.73 feet; South 62 degrees 47 minutes 08 seconds West 653.58 feet to the West line of said Northeast Quarter; thence North 00 degrees 03 minutes 31 seconds East along said West line 717.34 feet thence, North 75 degrees 00 minutes 00 seconds East 975.00 feet; thence, North 53 degrees 08 minutes 53 seconds East 473.82 feet to the Point of Beginning.

3. The City agrees to vacate the Sewer Easement condemnation Resolution 189-80 as it affects said Westwood Valley Section I within a period of two (2) years from date of execution and recording of this Agreement.

IN WITNESS whereof, the parties do set their signatures hereto this the ___day of _____, 1981.

CITY OF FORT WAYNE - BY ITS

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Betty R. Collins

Betty R. Collins, Member

ATTEST:

Sandra Kennedy

Clerk

WESTWOOD DEVELOPMENT, INC.

BY: James J. Patrick Jr.

BY: Steven A. Caldwell, Sec.

FORT WAYNE NATIONAL BANK

BY: John P. Truesdell

John P. Truesdell, Trust Officer

ATTEST:

Anne N. Kenny

Anne N. Kenny, Assistant Cashier

Approved as to form and legality:

City Attorney

34

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State, personally appeared this 15th day of April, 1981, the within named Mark L. Akers, Chairman, ~~Roberta Anderson Staten, Member~~ and Betty R. Collins, Member, of the Board of Public Works of the City of Fort Wayne, and Sandra Kennedy, Clerk of said Board, known to me to be the persons who executed the foregoing Agreement for and on behalf of the City of Fort Wayne who acknowledged that they are respectively the members and clerk of said Board of Public Works and that they signed said Agreement on behalf of the City of Fort Wayne with fully authority to do so and who acknowledged their execution thereof to be their voluntary act and deed as said officials and for and on behalf of said City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 15th day of April, 1981.

Anne J. Lox
Notary Public
Resident of Allen County

My Commission Expires:

3-6-84

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State, personally appeared the above-named officers of Westwood Development, Inc., and acknowledged the voluntary execution of the plat herewith for the purposes and uses therein set forth this 6th day of March, 1981.

Notary Public

Richard Paul Rogers

My Commission Expires:

One May 1983

RECITAL: Fort Wayne National Bank, as Trustee of the Highland View Liquidating Trust, represents that it has all the powers granted under the Indiana Trust Code, including the power to hold title to real estate, and that the terms of the Highland View Liquidating Trust do not provide otherwise.

FORT WAYNE NATIONAL BANK AND TRUST COMPANY

BY: John P. Truesdell
John P.Truesdell, Trust Officer

ATTEST:

Anne N. Kenny
Anne N. Kenny, Assistant Cashier

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State, pesonally appeared John P. Truesdell and Anne N. Kenny known to me to be Trust Officer and Assistant Cashier, respectively, of Fort Wayne National Bank and acknowledged the execution of this document.

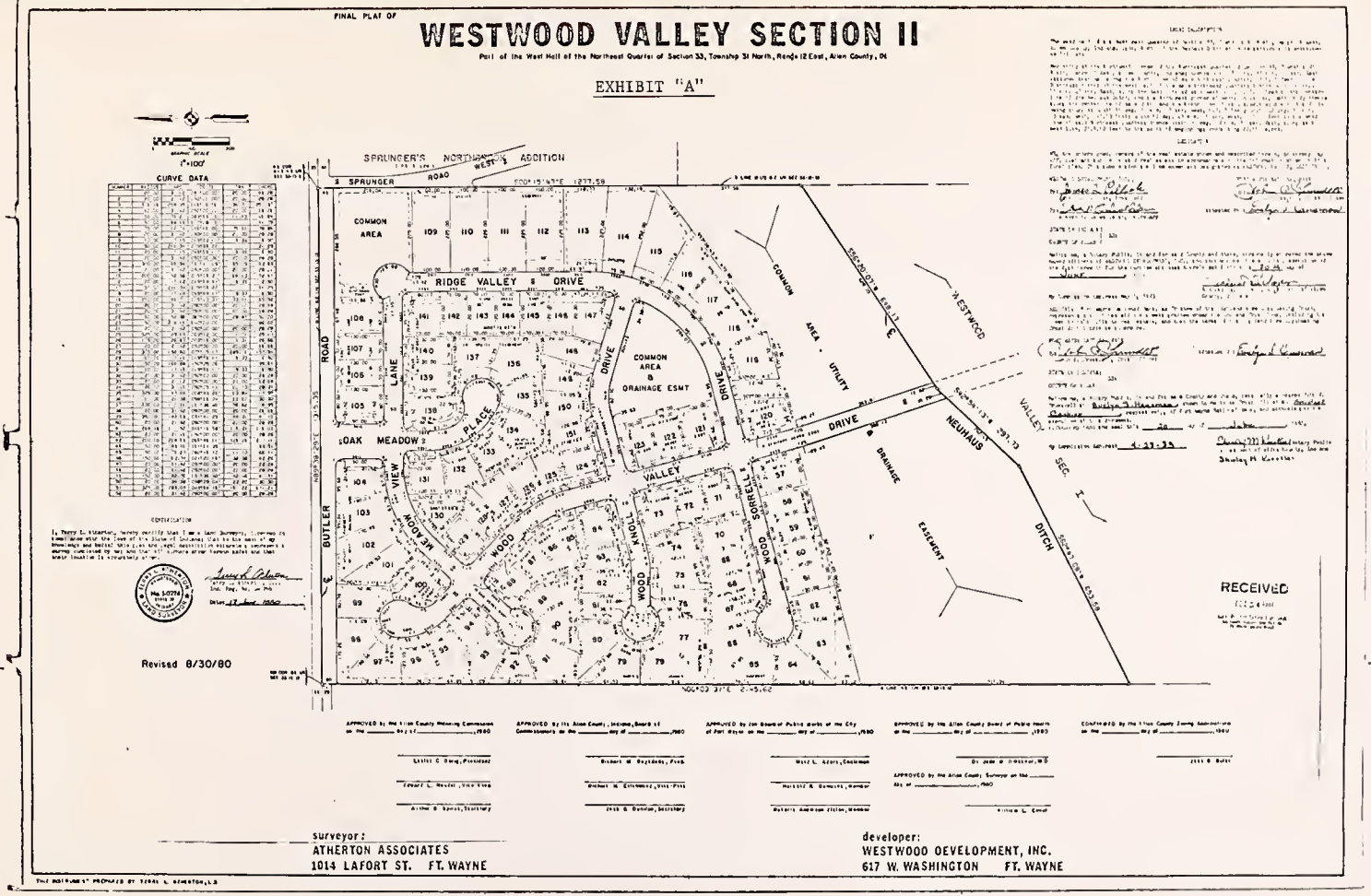
WITNESS my hand and seal this 11 day of March, 1981.

Luella Frohnapfel
Luella Frohnapfel, Notary Public
Resident of Allen County

My Commission Expires:

June 3, 1981

Prepared by: C. Duane Embury,P.E., Chief
Water Pollution Control Engineer



Prepared by: Terry Atherton, L.S.

70-164-34 H.I 4/15/81

AGREEMENT

81-07591

THIS AGREEMENT is between the CITY OF FORT WAYNE, by its Board of Public Works (hereinafter referred to as "CITY"), and WESTWOOD DEVELOPMENT, INC., (hereinafter referred to as "DEVELOPER"), and FORT WAYNE NATIONAL BANK and TRUST COMPANY, as Trustee of the Highland View Liquidating Trust,

WHEREAS, the City did condemn a permanent and temporary sanitary sewer easement by Resolution 189-80 across land known as Westwood Valley, Section I, and,

WHEREAS, the Developer remonstrated against said sanitary sewer easement condemnation, and,

WHEREAS, the Developer in order to encourage the City to rescind said sewer condemnation Resolution 189-80, has agreed to Grant an Easement, Exhibit A, which is listed as common area and utilities and drainage easements for proposed Westwood Valley, Section II.

NOW, THEREFORE, be it hereby agreed by the parties that:

1. There will be no cost to the City for said exchange of easements.

2. The developer shall grant an easement as shown on Exhibit "A" and more particularly described as follows:

   Beginning at the Northeast corner of the West Half of the Northeast Quarter of Section 33, Township 31 North, Range 12 East, Allen County, Indiana; thence, South 00 degrees 15 minutes 47 seconds East along the East line of said West Half 900 feet to the Point of Beginning, thence South 00 degrees 15 minutes 47 seconds East along the East line of said West Half, 377.58 feet to the centerline of the Neuhaus Ditch, and the Northeast corner of Westwood Valley Section I; thence, along the centerline of said ditch and the North line of said subdivision with the following course: South 56 degrees 20 minutes 07 seconds West, 648.17 feet; South 42 degrees 54 minutes 13 seconds West 297.73 feet; South 62 degrees 47 minutes 08 seconds West 653.58 feet to the West line of said Northeast Quarter; thence North 00 degrees 03 minutes 31 seconds East along said West line 717.34 feet thence, North 75 degrees 00 minutes 00 seconds East 975.00 feet; thence, North 53 degrees 08 minutes 53 seconds East 473.82 feet to the Point of Beginning.

3. The City agrees to vacate the Sewer Easement condemnation Resolution 189-80 as it affects said Westwood Valley Section I within a period of two (2) years from date of execution and recording of this Agreement.

81 APR 22 PM 1:13
ALLEN COUNTY RECORDER

DULY ENTERED FOR TAXATION
APR 22 1981
Gloria J. Goeglein
AUDITOR OF ALLEN COUNTY

INSTRUMENT P 1087

Ken. # 7061

IN WITNESS whereof, the parties do set their signatures hereto this the 15th day of April, 1981.

CITY OF FORT WAYNE - BY ITS

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Betty R. Collins, Member

ATTEST:

Clerk, Sandra Kennedy

WESTWOOD DEVELOPMENT, INC.

BY: James L. Pallick, Pres.

BY: Steven N. Cadwallader, Sec.

FORT WAYNE NATIONAL BANK

BY: John P. Truesdell, Trust Officer

ATTEST:

Anne N. Kenny, Assistant Cashier

Approved as to form and legality:

City Attorney, Richard I. Snouffer

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State, personally appeared this 15th day of April, 1981, the within named Mark L. Akers, Chairman, ~~Roberta Anderson Staten, Member~~ and Betty R. Collins, Member, of the Board of Public Works of the City of Fort Wayne, and Sandra Kennedy, Clerk of said Board, known to me to be the persons who executed the foregoing Agreement for and on behalf of the City of Fort Wayne who acknowledged that they are respectively the members and clerk of said Board of Public Works and that they signed said Agreement on behalf of the City of Fort Wayne with fully authority to do so and who acknowledged their execution thereof to be their voluntary act and deed as said officials and for and on behalf of said City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 15th day of April, 1981.

Anne J. Fox
Anne J. Fox Notary Public
Resident of Allen County.

My Commission Expires:

3-6-84

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State, personally appeared the above-named officers of Westwood Development, Inc., and acknowledged the voluntary execution of the plat herewith for the purposes and uses therein set forth this 11th day of March 1981.

Bernard Paul Rogers
Notary Public

My Commission Expires:

ONE MAY 1983

RECITAL: Fort Wayne National Bank, as Trustee of the Highland View Liquidating Trust, represents that it has all the powers granted under the Indiana Trust Code, including the power to hold title to real estate, and that the terms of the Highland View Liquidating Trust do not provide otherwise.

FORT WAYNE NATIONAL BANK AND TRUST COMPANY

BY: John P. Truesdell
John P.Truesdell, Trust Officer

ATTEST:

Anne N. Kenny
Anne N. Kenny, Assistant Cashier

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State, pesonally appeared John P. Truesdell and Anne N. Kenny known to me to be Trust Officer and Assistant Cashier, respectively, of Fort Wayne National Bank and acknowledged the execution of this document.

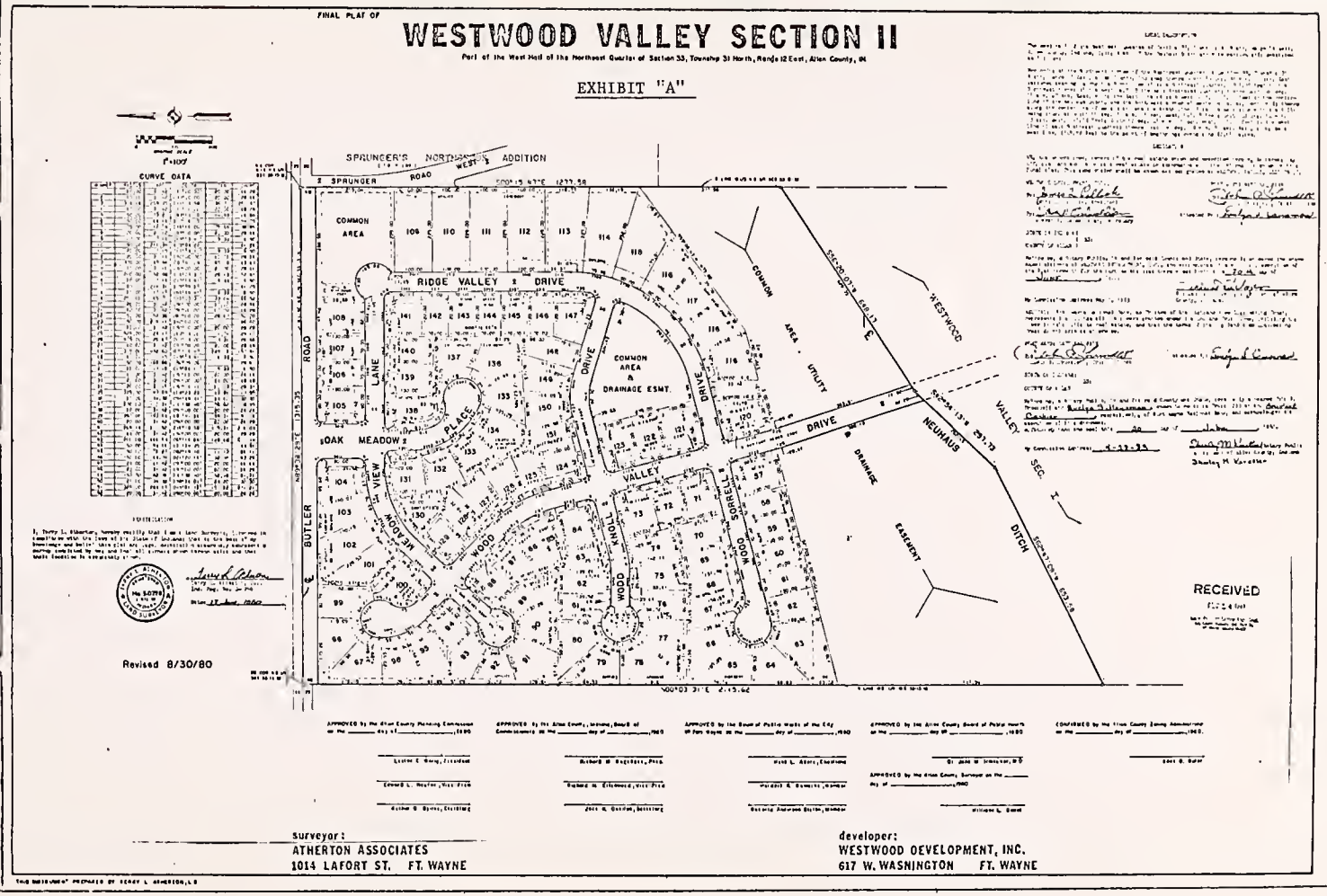
WITNESS my hand and seal this 11th day of March ,1981.

Luella Frohnapfel
Luella Frohnapfel, Notary Public
Resident of Allen County

My Commission Expires:

June 3, 1981

Prepared by: C. Duane Embury,P.E., Chief
Water Pollution Control Engineer



Prepared by: Terry Atherton, L.S.

Memorandum

To BOARD OF PUBLIC WORKS Date AUGUST 5, 1981

From C. DUANE EMBURY, P. E., CHIEF WPC ENGINEER

Subject WESTWOOD VALLEY II SANITARY SEWER - W. O. #72632

COPIES TO:

BOLLER
CHRONO
FILE

Please find enclosed for your records, the original Agreement for subject project. As instructed, it was recorded April 22, 1981, 1:18 P.M.

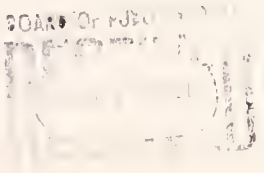
Sincerely,

C. Duane Embury

C. Duane Embury, P. E.
Chief Water Pollution Control Engineer

cde/cw/ep

Enc: 1



Memorandum

To BOARD OF PUBLIC WORKS Date FEBRUARY 27, 1981

From C. DUANE EMBURY, P. E., CHIEF WPC ENGINEER

Subject WOODBRIDGE APARTMENTS B.O. 173-79

COPIES TO:

Enclosed is one original and one copy of a Ditch Maintenance Agreement for subject project for your review and execution. It is recommended that this Agreement be submitted to the City Attorney for a legal opinion prior to execution.

Once the necessary signatures are obtained, please return to this office for recording and distribution.

Sincerely,

C. Duane Embury

C. Duane Embury, P. E.
Chief Water Pollution Control Engineer

CDE/CW/ep

Enc: 2

COMPTROLLER
FEB 27 1981
RECEIVED

Note: original sent to WPCE for recording - returned for H.I. 4/16/81

70-164-33
4/15/81 H.I.

70-164-33 H. L.
4/15/81

AGREEMENT

THIS AGREEMENT by and between Woodbridge Apartments of Fort Wayne, a limited partnership, hereinafter referred to as the "Owner," and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, hereinafter referred to as "City," made this 15th day of APRIL 1981;

WITNESSETH:

WHEREAS, Owner is the owner of the following described real estate:

Part of the fractional North half of Section 19, Township 31 North, Range 13 East, Allen County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of said Section 19, said point indicated by a brass plug situated on the centerline of the St. Joseph Center Road; thence South 00 degrees 37 minutes West (based on deed bearing for the Wabash & Erie Canal Feeder) on the range line a distance of 45.0 feet to the South right-of-way line of the St. Joseph Center Road as established by Indiana Project S728 (1) (1961) thence South 89 degrees 50 minutes East along the South right-of-way of said St. Joseph Center Road as situated 45.0 feet normally distant South of said Road centerline and established by Highway right-of-way grant as recorded in Deed Record 591, Page 156-157, in the office of the Recorder of said County, a distance of 1153.31 feet to the point of beginning; thence continuing South 89 degrees 50 minutes East along the said South right-of-way line 707.85 feet; thence South 17 degrees 14 minutes 00 second East 153.94 feet to the West line of the former Wabash & Erie Feeder Canal, now an Indiana and Michigan Electric Company right-of-way; thence along the West line of the aforesaid right-of-way by the following described courses; South 72 degrees 46 minutes 00 seconds West 26.40 feet; thence South 18 degrees 56 minutes 00 seconds West 118.75 feet; thence South 55 degrees 17 minutes 00 seconds West 165.25 feet; thence South 39 degrees 22 minutes 00 seconds West 151.65 feet; thence South 33 degrees 47 minutes 00 seconds West 94.80 feet; thence South 19 degrees 45 minutes 00 seconds West 215.50 feet; thence South 21 degrees 41 minutes 25 seconds West 285.55 feet; thence leaving the aforesaid West right-of-way line and proceeding North 68 degrees 18 minutes 35 seconds West a distance of 590.34 feet; thence North 21 degrees 41 minutes 25 seconds East a distance of 871.02 feet to the Point of Beginning, containing 14.58 acres, more or less, and

WHEREAS, Owner is desirous of constructing an apartment complex on the above described real estate, and

WHEREAS, the above described real estate contains an 80± foot wide natural drainage ditch which conveys storm water from properties North and West of said real estate Southeasterly to the St. Joseph River, the centerline of which is described as follows:

Beginning at a point on the West line of and 87.55 feet South of the Northwest corner of aforedescribed 14.58 acres

land, thence while facing Southerly a deflection to the left of 66 degrees 41 minutes 25 seconds from said West property line and projecting a distance of and terminating at 350.0 feet.

WHEREAS, Owner has indicated on his proposed utility location plan a desire to leave a portion of the aforementioned drainage ditch in its natural condition, and,

WHEREAS, Owner has agreed to povide perpetual maintenance for the said natural drainage ditch.

Now, therefore, in consideration of the foregoing and the mutual covenants and agreements set forh, the parties hereto agree as follows:

1. Owner agrees that they will provide perpetual maintenace of said natural drainage ditch and to keep said ditch clean and free of all trash, debris, and under brush which would impede the functioning thereof, all at their own cost.

2. The Owner resumes all responsibility for the continual maintenance and operation of said drainage ditch and hereby guarantees said maintenance and agrees to save the City totally harmless from any liability resulting therefrom.

3. Owner shall provide for and pay all expenses in connection with either the necessary and continued maintenance or any emergency repair by City of said drains and appurtenances thereto on Project and in the event Owner fails or refuses to repair, maintain or make payment to City for emergency repair of Storm Sewers or appurtenances thereto after notice in writing by City to Owner by certified mail that Storm Sewers or appurtenances thereto require repair or maintenance or an emergency repair was required and after the lapse of thirty (30) days after the receipt of such notice to permit Owner at its own expense to commence such repairs or maintenance, then the City shall be permitted ingress and egress onto the real estate and Project to effect any repairs to said drains thereon for the purposes of either repairing or maintaining such drainage enclosures or open drains as necessary without being a trespasser, and in such events, Owner

shall be liable to City for the reasonable cost of all equipment, labor and materials necessitated in effecting repairs, whether emergency or otherwise, or providing maintenance of said drains and appurtenances thereto and in the event Owner fails to make payment to City for services rendered as aforesaid within thirty (30) days after the receipt of billing, City shall have the right to place as a lien on the real estate for the amount owed plus costs of collection, attorneys' fees and court costs.

4. The Owner shall and will indemnify and save the City harmless from and against any and all damages, injuries, losses, claims, demands, or costs proximately caused by the fault, culpability, or negligence of the Owner, in the operation, use, or maintenance of the herein described drainage ditch.

5. It is agreed by the City and the Owner that the plans for the "drainage facilities" have been designed to accommodate the upstream drainage. However, in the event future requirements for the upstream land exceed the capacity provided in the Owner's "drainage facilities," the City shall require the owner of such upstream land to modify its plans so that the capacity of the Owner's "drainage facilities" is not exceeded. The Owner agrees to be responsible for maintenance, repair and replacement of the "drainage facilities" constructed on its property.

6. Owner shall maintain the open drain located on the property with a proper stand of vegetation.

7. The terms and provisions of this Agreement shall be binding upon Owner, its successors, nominees and assigns and shall run with the real estate and any subsequent sale or transfer of the real estate shall be subject hereto. At such time as drainage enclosures and open drains constructed pursuant hereto shall cease to be used, this Agreement shall terminate and shall be of no further force and effect.

This Agreement is accepted as a covenant which shall run with the above described real estate, and all rights hereto shall be binding upon the parties hereto their successors and assigns.

IN WITNESS WHEREOF, the parties have subscribed this Agreement this 20 day of February, 1981.

WOODBRIDGE APARTMENTS OF FORT WAYNE
a limited partnership

By _____
James T. Bisesi,
A General Partner

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared James T. Bisesi, a General Partner for Woodbridge Aopartments of Fort Wayne, a limited partnership, and acknowledged the execution of the foregoing Agreement for and on behalf of said company and by its authority.

Witness my hand and official seal this 20th day of February, 1981.

_____
Printed Vicky L. Tisdal
Notary Public - Marion County

My Commission Expires:
September 19, 1981

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

_____, Chairman

_____, Member

_____, Member

ATTEST:

_____, Clerk

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State personally appeared the within named MARK L. AKERS, ROBERTA ANDERSON-STATEN AND BETTY R. COLLINS Chairman and Members of the Board of Public Works, and SANDRA E. KENNEDY Clerk of said Board of Public Works for the City of Fort Wayne, and acknowledged the execution of the foregoing Agreement for and on behalf of said Board and by its authority.

Witness my hand and official seal this 15 day of April, 1981

Printed ANNE J. FOX
Notary Public ALLEN County

My Commission Expires:

3-6-84

This instrument was prepared by Robert H. Gullick, Attorney at Law, 400 Union Federal Building, 45 N. Pennsylvania Street, Indianapolis, Indiana 46204.

70-156-21 H.I.
4/8/81

ADDENDUM NO. 1

IMPROVEMENT RESOLUTION NO. 5899-1981

LOT #12, KENSINGTON PARK ADDITION
BETTER KNOWN AS 2022 KENSINGTON BOULEVARD

Project has been extended to include new curbs, driveway approach and yardwalks on Forest Avenue as noted per above legal description of property.

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Betty R. Collins, Member

ATTEST: Sandra E. Kennedy
Sandra E. Kennedy, Clerk

Form 1929

70-156-21 H.I.
4/8/81

Improvement Resolution

FOR CURB AND SIDEWALK

No. 5902 - 1981

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by constructing curbs and sidewalks as follows:

(1) Perry Avenue, from the last house at southern end on both sides to Illinois;

(2) Watkins St., from the last house at southern end on both sides to Main St.;

(3) Illinois St., both sides from Perry Avenue to Watkins St.;

(4) Mechanic St., both sides from last house at the southern end to Main St.;

(5) Center St., both sides from last house at the southern end to Main St.;

(6) Cherry St., both sides from Camp Allen Drive to Main St.;

(7) Elm St., both sides from Mechanic Street to Camp Allen Drive;

(8) Huron Street, both sides from Mechanic Street to Camp Allen Drive;

Also known as NEBRASKA NEIGHBORHOOD, PHASE VI.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by Community Development & Planning Department.

Adopted, this 8th *day of* April, 1981

ATTEST: Sandra E. Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

Robert L. Anderson

Barry A. Collins

CALHOUN PRESS

3 38

Form 1929

70-150-18 H.I
4/1/81

Improvement Resolution
FOR CURB AND ~~SIDEWALK~~ ORNAMENTAL LIGHTING

No. 5904 - 1981

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by constructing curbs on both sides of the 2500 and 2600 blocks of Buena Vista from Dodge Avenue to Lawndale Drive, and also installation of ornamental lighting within the same boundaries.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid as follows:

Curbs	50% Property Owner	50% City
Street Lighting	$3.27 L.F. Property Owner Participation for property abutting said street.	

Adopted, this 1st *day of* April, 1981

ATTEST: Sandra E Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

Robert A Anderson

Barry R Collins

CALHOUN PRESS

NOTICE OF WATER MAIN EXTENSION 70-150-12 H.I 4/1/81

Contract No. 80-01 Work Order No. 63481

TO WHOM IT MAY CONCERN 81- 06783 6783

WHEREAS, the FORT WAYNE WATER UTILITY of the City of Fort Wayne, Indiana, acting by and through the Mayor and the BOARD OF PUBLIC WORKS, has extended Water Main as follows:

On the east side of Reckeweg Road from an existing six (6") inch water main located 500± L.F. north of Ridgelane Drive, northward to an existing six (6") inch water main located 278± L.F. south of Wisteria Lane, and located in the northwest one-quarter of Section 8, Township 30 North, Range 12 East (Wayne Township), Allen County, Indiana.

Notice is, therefore, hereby given that in the event the owner of any of the property adjacent to the above described water main should, in the future, desire to have a service connection tap made into this water main within 15 years of the date of recording this "NOTICE", the said owner shall apply to the WATER UTILITY for a permit to tap the above said water main and shall be required to pay to said WATER UTILITY, his share of the installation cost in addition to the regular tapping fee, which share shall be $11.54 for each foot of frontage served by said main for the property described above, as owned by said applicant. The above cost for each foot of frontage of property shall be chargeable to the respective property from the date of filing of this NOTICE, and said cost is based on the cost of installing a six inch (6") water main. Monies so collected shall be retained by the UTILITY as partial reimbursement of the costs advanced by the UTILITY for the construction of said water main.

Said water main, connections and fittings, hereinreferred to, are a part of the water works system of the said UTILITY of said City, and all rights, title and interest whatsoevery, shall at all times be and remain in the City of Fort Wayne, Indiana.

4/1/81
Date

ATTEST:
Sandra E. Kennedy
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM & LEGALITY:
City Attorney
ASSOCIATE CITY ATTORNEY

Prepared by D. L. Foland, P.E.
Chief Water Engineer

FORT WAYNE WATER UTILITY

By: _____
Win Moses, Jr., Mayor

BOARD OF PUBLIC WORKS

By: _____
Mark L. Akers, Chairman

By: Roberta Anderson-Staten
Roberta Anderson-Staten, Member

By: Betty R. Collins
Betty R. Collins, Member

ALLEN COUNTY RECORDER
Virginia A. Brackemyre
81 APR 10 AM 8:03

WECONT
JOB G
Remove 4/29/81

Call
7168 - Betty

NOTICE OF WATER MAIN EXTENSION

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

BEFORE ME, a Notary Puhlic, in and for said County and State, this 1st day of April, 1981, personally appeared the within named WIN MOSES, JR., Mayor of the City of Fort Wayne; ~~MARK L. AKERS~~, ROBERTA ANDERSON-STATEN, and BETTY R. COLLINS, members of the Board of Public Works, City of Fort Wayne, Indiana; and SANDRA E. KENNEDY, Clerk of the Board of Public Works, City of Fort Wayne, Indiana, to me personally known, who heing hy me duly sworn said that they are respectively the Mayor of the City of Fort Wayne, the Members and Clerk of the Board of Public Works of the City of Fort Wayne, Indiana, and that they signed said instrument on hehalf of the FORT WAYNE WATER UTILITY of the City of Fort Wayne, Indiana, with full authority so to do and acknowledged said instrument to he the voluntary act and deed of said Department of said City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto suhscrihed my name, affixed my official seal.

Anne J. Lot
ANNE J. LOT
Resident of Allen County, Ind.

My Commission Expires:

3-6-84

7-146-23 H.I.
3-24-81

WATER MAIN IMPROVEMENT RESOLUTION NO. 1022-81

BUTZ SUBDIVISION AREA

Resolved by the Board of Public Works of the City of Fort Wayne, State of Indiana, That the construction of a system of water mains, intended and adopted for local use by the property holders in the tract to be improved and also the requirements of other real estate to be served with extensions, will facilitate the initiation, progress, or completion of a public improvement project, and that the same is hereby ordered in and along the Decatur Road from the north property line of Lot #79 southward to Sylvia Avenue; thence west on Sylvia Avenue to the west property line of lot #66; on Gary Street from Sylvia to a point 9± feet south of the south right-of-way line of Seddlemeyer Avenue; on Seddlemeyer Avenue from Gary Street east to the east property line of Lot #55; thence north through a twenty foot (20') wide public right-of-way adjacent to the east property line of Lot #55 and #56 to Sylvia Avenue, all in an addition commonly known as Butz Subdivision. This Resolution also benefits and affects Lots #1 and #3 in Gardendale Addition. Said water main(s) with all its (their) appurtenances, shall be constructed in accordance with the plans and specifications now on file in the office of the Department of Public Works of said City.

The cost of said improvement shall be apportioned against and paid by the property holders benefited, and upon the City of Fort Wayne, if the City is benefited by said improvement, all according to the method and manner provided for in an Act of the General Assembly of the State of Indiana, designated I.C.19-8-17-1 and the provisions of all Acts amendatory thereto and supplemental thereof.

Assessments, if, deferred, are to be paid in ten (10) equal installments, with the per annum interest rate of one-half (½) the prime interest rate at the Fort Wayne National Bank at the time the project is awarded to the Contractor. Assessments shall be financed by the Barrett Law Revolving Improvement Fund as provided for in I.C.18-6-5-29-5. All proceedings had and any work done in making said improvments, assessment of property, collection of assessments and

issuance of bonds therefor, shall be provided for in said above entitled acts and all amendments thereto and supplemental thereof.

This Improvement Resolution is adopted subject to the total improvement costs of this improvement being less than One Hundred Thousand Dollars ($100,000). If, after receipt of bids for this improvement, the total costs (including contractural costs and City expenses for preparation of plans, inspection, pressure testing, disinfection, installation of service connections, advertising, etc...) are determined to be greater than One Hundred Thousand Dollars ($100,000), this Resolution shall become null and void.

Adopted this 24th day of March, 1981.

BOARD OF PUBLIC WORKS

MARK L. AKERS, CHAIRMAN

ROBERTA ANDERSON STATEN

BETTY R. COLLINS

ATTEST Sandra E. Kennedy
SANDRA E. KENNEDY, CLERK

70-145-17 H.I.
3/24/81

RESOLUTION NO. 70-145-17

WHEREAS, the Common Council of the City of Fort Wayne, by adopting Declaratory Resolution No. 339-1980 made provision for the construction of the Glenwood Park Lift Station Elimination Line of the North Maumee Interceptor sewer which Resolution provides for the establishment of an area connection fee; and

WHEREAS, the City of Fort Wayne has entered into a contract with Moellering Construction Co. Inc., providing for the construction of the sanitary sewers described within Sewer Improvement Resolution No. 339-80; and

WHEREAS, the plan for the installation of said sewer provides for its being partially located in real estate owned by North Eastern Enterprises, Inc.; and

WHEREAS, the City of Fort Wayne and North Eastern Enterprises, Inc. have reached an agreement with respect to the location of said sewer and have made further agreements with respect to its utilization by North Eastern Enterprises, Inc. and its grantees;

NOW, THEREFORE, BE IT RESOLVED by the Board of Works of the City of Fort Wayne, Indiana:

1. As to that portion of the Glenwood Park Lift Station Elimination Line which will be located within the real estate owned by North Eastern Enterprises, Inc., it is agreed that said interceptor shall be installed within easements and road rights-of-way as shown on the plat of The Village of Buckingham Section I, as recorded in the office of the Recorder of Allen County, Indiana, said installation to be completed in accordance with Fort Wayne City Engineering standards.

2. North Eastern Enterprises, Inc. shall be assessed an area connection fee on a per acre basis for The Village of Buckingham as shown on Exhibit "A". The amount of said fee shall be determined after the completion of the construction and acceptance by all Governmental agencies concerned with the Glenwood Park Lift Station Elimination Line.

3. Consumer/User tap-ins to said Glenwood Park Lift Station Elimination Line shall be permitted immediately upon the completion of its construction and its acceptance by the City of Fort Wayne. The fee for each immediate tap-in shall be Two Thousand Five Hundred Dollars ($2,500.00) consisting of a tap-in fee of Two Thousand Four Hundred Sixty Five Dollars ($2,465.00) plus a Thirty Five Dollar ($35.00) tap permit fee.

4. North Eastern Enterprises, Inc. shall make arrangements with the City's contractor (Moellering Construction Co., Inc.) for installing said Glenwood Park Lift Station Elimination Line for the installation of building sewer taps into said sewer line at locations as selected by North Eastern Enterprises, Inc. so as to avoid the future necessity of saddle tapping. Said arrangements are to be at no cost to the City of Fort Wayne.

5. The City of Fort Wayne shall permit North Eastern Enterprises, Inc. to construct or cause to be constructed a 6" house lateral from the building sewer tap all as referenced in Paragraph 4 above to the property line of any lot which is adjacent to the said interceptor sewer in The Village of Buckingham. Said lateral is to be constructed at North Eastern Enterprises, Inc. sole expense and with no additional area connection fees or tap permit fees payable to the City of Fort Wayne.

6. At such time as the area connection fees to which reference is made in Paragraph 2 hereof has been determined, North Eastern Enterprises, Inc. shall be

credited with all sums paid by it as tap-in fees under the requirements of Paragraph 3 above. By way of illustration, should the amount of the area connection fees against The Village of Buckingham be Forty Eight Thousand Dollars ($48,000.00), there shall be deducted therefrom the cumulative amounts of all tap-in fees paid by North Eastern Enterprises, Inc., its successors or assigns at Two Thousand Four Hundred Sixty Five Dollars ($2,465.00) each. After deducting said credit, North Eastern Enterprises, Inc. shall promptly pay the balance of said area connection fee.

Dated this 24th day of March, 1981.

BOARD OF PUBLIC WORKS,
CITY OF FORT WAYNE

By: _____
Mark L. Akers, Chairman

By: _____
Roberta Anderson-Staten, Member

By: _____
Betty R. Collins, Member

Attest:

_____
Sandra Kennedy, Clerk

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared Mark L. Akers and Betty R. Collins, who acknowledged the execution of the foregoing agreement, as and for their voluntary act and deed for the uses and purposes therein contained.

Witness my hand and notary seal this 24th day of March, 1981.

_____
Notary Public
Resident of Allen County, Indiana

My Commission Expires:
3-6-84

ACCEPTED BY:
NORTH EASTERN ENTERPRISES, INC.

By: _____
Joseph L. Zehr, President

Attest:

_____
Betty J. Mitchell

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared Joseph L. Zehr, known to me to be the duly authorized President of North Eastern Enterprises, Inc., and acknowledged the execution of the above and foregoing as his voluntary act and deed for and on behalf of said corporation for the purposes and uses therein set forth.

Witness my hand and notary seal this 16th day of March, 1981.

_____
Charles I. Wickensheimer, Notary Public
Resident of Allen County, Indiana

My Commission Expires:
October 30, 1982

42

70-135-30 H.I.
3/11/81

Clyde E. Williams & Associates, Inc.
70 E. 91st Street · Indianapolis, Indiana 46240 · (317) 844-8900
Engineers · Planners · Photogrammetrists

March 5, 1981

Board of Public Works
City-County Building
One Main Street
Fort Wayne, Indiana 46802

ATTENTION: Mr. Carl O'Neal

RE: Project: M-F312
Crescent Avenue Improvements

Dear Mr. O'Neal:

Per our discussion of last week, we will be submitting the revised draft Environmental Assessment for the above project for ISHC and FHWA approval within the next few days.

We currently have a cost plus agreement with the Board of Public Works to prepare the Environmental Assessment on Crescent Avenue for a total fee not to exceed $20,000. Three other projects are also included in the same contract for separate maximum fees as follows:

Lake Avenue	$50,000
Rudisill Boulevard	$10,000
Bluffton Road	$12,000

Rudisill and Bluffton have been completed and approved previously for total fees of $3,597.44 and $4,094.73 respectively. Lake Avenue is now complete and is being forwarded to you separately. Its total cost will be under $30,000. The total fees for these three projects are approximately half of the budgeted amounts.

We are, however, approaching the maximum fee on Crescent Avenue and are consequently requesting that the maximum fee of $20,000 in our contract be increased to $26,000 for this project. As can be seen from the above figures, the total fee for all four projects will still be well below the total budgeted amount even with this increase on Crescent.

42

If this proposed increase is acceptable, please indicate by signing in the spaces below and returning one copy of this letter to us. Please keep the other copy for your files.

Very truly yours,

Judith G. Congdon, P.E.

R. D. Mark Chambers
General Vice President and Secretary

JGC:gh

CONCUR:

APPROVED
DIRECTOR OF TRANSPORTATION
DATE 3-9-81

BOARD OF PUBLIC WORKS
Fort Wayne, Indiana

Betty R. Collins

Roberta Anderson Stalen

DATE: March 11, 1981

70-135-29 H.I. 3 11/81

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

engineering department
7th floor

February 19, 1981

Mr. Virgil A. Bell, P.E.
Chief, Division of State Aid
Indiana State Highway Commission
Rm. 1203, State Office Bldg.
100 N. Senate Avenue
Indianapolis, IN 46204

Subject: Utility Agreements and Project Engineer Assignment
on Project No. M-F072 (1)
Hobson Road Reconstruction

Dear Mr. Bell:

The Utility Agreements for the above project and the Project Engineer Assignment, including right-of-way certification, are herein respectfully submitted.

Yours very truly,

David M. Anderson, P.E.
Chief Street Engineer

DMA:ms

Enc. Utility Agreements (7)

CC: ✓Board of Works
C. O'Neal

AN EQUAL OPPORTUNITY EMPLOYER

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

Date February 18, 1981

Chief Highway Engineer
Indiana State Highway Commission
1101 State Office Building
100 North Senate Avenue
Indianapolis, Indiana 46204

Attention: Chief, Division of State Aid
Room 1202, State Office Building

Gentlemen:

Mr. Donald Neidermeyer who is the Project Engineer and a full time public employee of (Board of Public Works) is hereby designated Project Engineer for the construction of Project M-F072(1). It is understood that in this capacity he will be in full time direct control of the Project, and will follow the established procedures of the Indiana State Highway Commission in the discharge of his duties. It is also understood that in this capacity he will be working under the Supervision of the District Engineer, ISHC and will look to that office for advise and instruction.

He will utilize the services of Jess Yoder who is employed by the Local Public Agency in accomplishing his overall supervision of this project. The testing equipment as listed on the attached sheet will be supplied for this project by the Local Public Agency.

The undersigned (Board of Public Works) hereby certify that all right-of-way shown on the plans for this project has been procured by the Local Public Agency in accordance with the Uniform Real Property Acqulsition Policy (Public Law 91-646), and all encroachments on such right-of-way are removed or that arrangements have been made to have them removed prior to completion of constructon. The undersigned Local Public Agency hereby certifies that no relocation of individuals, farms, or businesses has been necessary in the acquisition of right-of-way for this project. Required utility adjustments for this project are being coordinated by the Local Public Agency and the State District Office in order to coincide with the physical construction scheduled for this project. The utility facilities to be retained, installed, adjusted or relocated on, over, along or under the highway within the right-of-way limits will be located and accommodated in a manner that will not impair the planned highway, or its construction, or maintenance or interfere with its safe operation.

The engineering staff of the Local Public Agency shall maintain all books, documents, paper, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment. The Federal Highway Administration, the State of Indiana, or other authorized representative of any unit providing money for the project shall be furnished copies thereof if requested.

The Special Provisions to be made a part of the contract for this project are hereby approved by the undersigned Local Public Agency.

Very truly yours,

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Herbert R. Gamache, Member

Roberta Anderson-Staten, Member

ATTEST:

Sandra Kennedy, Clerk

/os

EQUIPMENT FOR FIELD TESTS

For Concrete Tests

Scales; 100 lb. capacity, weigh to nearest 0.05 lb.

Spirit Level

Yield Test Bucket; ⅓ cubic foot

Tamping Rod; 5/8" round bullet-nosed

Pressure Type Air Meter; including incidental equipment

Slump Cone

For Grading

Scales: 25 lb capacity, weigh to 0.05 lb

Galvanized Metal Box: 11" and 14" x 2" with 5½" round hole in center

Galvanized Bucket: 10 quart

5" soil Auger

Angle Iron Straightedge: 1" x 1" x 11"

2 Burner Gasoline Stove

Skillets and Drip Pans

Friction Top Cans

3/4" Sieve

A SandiCone is recommended, but optional

UTILITY AGREEMENT

The City of Fort Wayne, Indiana and its Board of Public Works hereinafter referred to as the Board, and Fort Wayne Electrical Engineering hereinafter referred to as the Permittee, hereby agree that utility facilities consisting of power lines, signal lines, poles and electrical lights located at the following described location Hobson Road from Ivy League Drive to Stellhorn Road are hereby granted permit to be located within the highway right-of-way in accordance with the attached drawings or if no drawings are attached, the utility facility will be placed adjacent to the present utility facilities and within the street right-of-way line as indicated on the plans for the proposed project. In consideration thereof, the Permittee hereby agrees to abide by and conform with the following terms and conditions:

1. The above described utility facilities to be retained, installed, adjusted or relocated on, over, along or under the highway within the right-of-way limits will be located and accommodated in a manner that will not impair the planned highway, or its construction, or maintenance or interfere with its safe operation.

2. The Permittee hereby agrees to assume liability for making any necessary utility adjustments, should future traffic conditions or road improvement necessitate when so requested by the Board and assume the cost thereof, except where Permittee has a compensable property right therein or where reimbursement of such costs is provided for by law.

The Permittee further agrees to comply with the rules and regulations of the Board in servicing, maintaining, replacing and removing the above described facilities, and to obtain a permit before performing any of these functions on such facilities located within the highway right-of-way.

3. The Permittee shall save harmless and indemnify the Board from any claim for damages of any nature whatsoever arising out of Permittee's negligence in connection with any work done pursuant to this agreement.

4. During the progress of any construction undertaken within the limits of the said highway in pursuance hereof, the Permittee shall provide watchmen and flagmen as may be reasonably required by the Board for safety and convenience

of the public and shall furnish all barricades, signs and lights reasonably necessary to protect the public. Traffic shall be maintained at all times unless otherwise indicated hereon by special endorsement of tbe Board's duly autborized representative.

5. All damage to drainage structures, roadbeds, pavements and other highway appurtenances arising from the installation, maintenance or repair of Permittee's utility facilities sball be repaired at expense of Permittee. No portion of the pavement of any highway shall be disturbed witbout prior permission of the Board. Upon completion of any work within limits of tbe highway all disturbed portions shall be replaced as nearly as practicable in as good a condition as they were when work was begun.

6. It is understood and agreed by tbe Permittee and the utility that the utilities shall comply with the "State of Indiana, Indiana State Highway Commission Policies Covering tbe Use and Occupancy of Public Highway Rigbts-of-Way by Utilities 1971."

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, ALLEN COUNTY

Mark L. Akers, Cbairman

Roberta Anderson Staten, Member

Herbert R. Gamacbe, Member

ATTEST:

Sandra Kennedy, Clerk

Authorized Representative of Permittee

2-19-81
Date

UTILITY AGREEMENT

The City of Fort Wayne, Indiana and its Board of Public Works hereinafter referred to as the Board, and Fort Wayne Water Engineering hereinafter referred to as the Permittee, hereby agree that utility facilities consisting of water lines, water services, and appurtenances located at the following described location Hobson Road from Ivy League Drive to Stellhorn Road are hereby granted permit to be located within the highway right-of-way in accordance with the attached drawings or if no drawings are attached, the utility facility will he placed adjacent to the present utility facilities and within the street right-of-way line as indicated on the plans for the proposed project. In consideration thereof, the Permittee berehy agrees to abide hy and conform with the following terms and conditions:

1. The above described utility facilities to be retained, installed, adjusted or relocated on, over, along or under the highway within the right-of-way limits will be located and accommodated in a manner that will not impair tbe planned highway, or its construction, or maintenance or interfere with its safe operation.

2. The Permittee herehy agrees to assume liahility for making any necessary utility adjustments, should future traffic conditions or road improvement necessitate when so requested by the Board and assume the cost thereof, except where Permittee has a compensable property right therein or where reimbursement of such costs is provided for by law.

The Permittee further agrees to comply with the rules and regulations of the Board in servicing, maintaining, replacing and removing the ahove described facilities, and to ohtain a permit hefore performing any of tbese functions on such facilities located within the highway right-of-way.

3. The Permittee shall save harmless and indemnify the Board from any claim for damages of any nature whatsoever arising out of Permittee's negligence in connection witb any work done pursuant to this agreement.

4. During the progress of any construction undertaken within the limits of the said higbway in pursuance hereof, the Permittee shall provide watchmen and flagmen as may be reasonahly required hy the Board for safety and convenience of the puhlic and shall furnish all harricades, signs and lights reasonahly necessary to protect the puhlic. Traffic shall be maintained at all times

unless otherwise indicated hereon by special endorsement of the Board's duly authorized representative.

5. All damage to drainage structures, roadbeds, pavements and other highway appurtenances arising from the installation, maintenance or repair of Permittee's utility facilities shall be repaired at expense of Permittee. No portion of the pavement of any highway shall be disturbed without prior permission of the Board. Upon completion of any work within limits of the highway all disturbed portions shall be replaced as nearly as practicable in as good a condition as they were when work was begun.

6. It is understood and agreed by the Permittee and the utility that the utilities shall comply with the "State of Indiana, Indiana State Highway Commission Policies Covering the Use and Occupancy of Public Highway Rights-of-Way by Utilities 1971."

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, ALLEN COUNTY

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Herbert R. Gamache, Member

ATTEST:

Sandra Kennedy, Clerk

Authorized Representative of Permittee

1-19-81
Date

UTILITY AGREEMENT

The City of Fort Wayne, Indiana and its Board of Public Works hereinafter referred to as the Board, and Fort Wayne Water Pollution Control hereinafter referred to as the Permittee, hereby agree that utility facilities consisting of sewer lines, sewer services, and appurtenances located at the following described location Hohson Road from Ivy League Drive to Stellhorn Road are herehy granted permit to he located within the highway right-of-way in accordance with the attached drawings or if no drawings are attached, the utility facility will be placed adjacent to the present utility facilities and within the street right-of-way line as indicated on the plans for the proposed project. In consideration thereof, the Permittee herehy agrees to abide by and conform with the following terms and conditions:

1. The ahove described utility facilities to be retained, installed, adjusted or relocated on, over, along or under the highway within the right-of-way limits will he located and accommodated in a manner that will not impair the planned highway, or its construction, or maintenance or interfere with its safe operation.

2. The Permittee herehy agrees to assume liability for making any necessary utility adjustments, should future traffic conditions or road improvement necessitate when so requested hy the Board and assume the cost thereof, except where Permittee has a compensable property right therein or where reimbursement of such costs is provided for by law.

The Permittee further agrees to comply with the rules and regulations of the Board in servicing, maintaining, replacing and removing the above described facilities, and to obtain a permit before performing any of these functions on such facilities located within the highway right-of-way.

3. The Permittee shall save harmless and indemnify the Board from any claim for damages of any nature whatsoever arising out of Permittee's negligence in connection with any work done pursuant to this agreement.

4. During the progress of any construction undertaken within the limits of the said highway in pursuance hereof, the Permittee sball provide watchmen and flagmen as may be reasonahly required hy the Board for safety and conven-

ience of the public and shall furnish all barricades, signs and lights reasonably necessary to protect the public. Traffic shall be maintained at all times unless otherwise indicated hereon by special endorsement of the Board's duly authorized representative.

5. All damage to drainage structures, roadbeds, pavements and other bigbway appurtenances arising from tbe installation, maintenance or repair of Permittee's utility facilities shall be repaired at expense of Permittee. No portion of the pavement of any higbway shall be disturbed without prior permission of the Board. Upon completion of any work witbin limits of tbe bighway all disturbed portions sball be replaced as nearly as practicable in as good a condition as they were when work was begun.

6. It is understood and agreed by the Permittee and tbe utility that the utilities shall comply with the "State of Indiana, Indiana State Highway Commission Policies Covering tbe Use and Occupancy of Public Higbway Rigbts-of-Way by Utilities 1971."

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, ALLEN COUNTY

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Herbert R. Gamache, Member

ATTEST:

Sandra Kennedy, Clerk

Authorized Representative of Permittee

2-19-81
Date

UTILITY AGREEMENT

The City of Fort Wayne, Indiana and its Board of Puhlic Works hereinafter referred to as the Board, and Northern Indiana Puhlic Service Company hereinafter referred to as the Permittee, herehy agree that utility facilities consisting of gas lines, gas services, and appurtenances located at the following described location Hohson Road from Ivy League Drive to Stellhorn Road are herehy granted permit to he located within the highway right-of-way in accordance with the attached drawings or if no drawings are attached, the utility facility will he placed adjacent to the present utility facilities and within the street right-of-way line as indicated on the plans for the proposed project. In consideration thereof, the Permittee herehy agrees to ahide hy and conform with the following terms and conditions:

1. The ahove described utility facilities to he retained, installed, adjusted or relocated on, over, along or under the highway within the right-of-way limits will he located and accommodated in a manner that will not impair the planned highway, or its construction, or maintenance or interfere with its safe operation.

2. The Permittee herehy agrees to assume liability for making any necessary utility adjustments, should future traffic conditions or road improvement necessitate when so requested hy the Board and assume the cost thereof, except where Permittee has a compensahle property right therein or where reimhursement of such costs is provided for hy law.

The Permittee further agrees to comply with the rules and regulations of the Board in servicing, maintaining, replacing and removing the ahove described facilities, and to ohtain a permit hefore performing any of these functions on such facilities located within the highway right-of-way.

3. The Permittee shall save harmless and indemnify the Board from any claim for damages of any nature whatsoever arising out of Permittee's negligence in connection with any work done pursuant to this agreement.

4. During the progress of any construction undertaken within the limits of the said highway in pursuance hereof, the Permittee shall provide watchmen and flagmen as may be reasonahly required by the Board for safety and convenience

of the public and shall furnish all barricades, signs and lights reasonably necessary to protect the public. Traffic shall be maintained at all times unless otherwise indicated hereon by special endorsement of the Board's duly authorized representative.

5. All damage to drainage structures, roadbeds, pavements and other highway appurtenances arising from the installation, maintenance or repair of Permittee's utility facilities shall be repaired at expense of Permittee. No portion of the pavement of any highway shall be disturbed without prior permission of the Board. Upon completion of any work within limits of the highway all disturbed portions shall be replaced as nearly as practicable in as good a condition as they were when work was begun.

6. It is understood and agreed by the Permittee and the utility that the utilities shall comply with the "State of Indiana, Indiana State Highway Commission Policies Covering the Use and Occupancy of Public Highway Rights-of-Way by Utilities 1971."

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed by their respective representatives duly authorized thereunto on this 21st day of July, 1980.

ATTEST:
Terry A. Kowalczyk

BY:

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, ALLEN COUNTY

ATTEST:
Sandra Kennedy
Sandra Kennedy, Clerk

2-19-81
Date

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Herbert R. Gamache, Member

UTILITY AGREEMENT

The City of Fort Wayne, Indiana and its Board of Public Works hereinafter referred to as tbe Board, and General Telephone Company of Indiana hereinafter referred to as tbe Permittee, bereby agree that utility facilities consisting of telephone lines, poles, underground services and appurtenances located at the following described location Hobson Road from Ivy League Drive to Stellborn Road are hereby granted permit to be located witbin the highway right-of-way in accordance witb the attacbed drawings or if no drawings are attached, the utility facility will be placed adjacent to tbe present utility facilities and within the street rigbt-of-way line as indicated on the plans for the proposed project. In consideration thereof, the Permittee bereby agrees to abide by and conform with the following terms and conditions:

1. Tbe above described utility facilities to be retained, installed, adjusted or relocated on, over, along or under the highway within the right-of-way limits will be located and accommodated in a manner that will not impair the planned highway, or its construction, or maintenance or interfere with its safe operation.

2. The Permittee hereby agrees to assume liability for making any necessary utility adjustments, sbould future traffic conditions or road improvement necessitate when so requested by the Board and assume the cost thereof, except where Permittee has a compensable property right therein or where reimbursement of such costs is provided for by law.

The Permittee furtber agrees to comply with the rules and regulations of the Board in servicing, maintaining, replacing and removing the above described facilities, and to obtain a permit before performing any of these functions on such facilities located within the highway right-of-way.

3. Tbe Permittee shall save harmless and indemnify the Board from any claim for damages of any nature whatsoever arising out of Permittee's negligence in connection with any work done pursuant to this agreement.

4. During the progress of any construction undertaken witbin the limits of tbe said bighway in pursuance bereof, the Permittee shall provide watchmen and flagmen as may be reasonably required by the Board for safety and convenience

of the public and shall furnish all barricades, signs and lights reasonably necessary to protect the public. Traffic shall be maintained at all times unless otherwise indicated hereon by special endorsement of the Board's duly authorized representative.

5. All damage to drainage structures, roadbeds, pavements and other bighway appurtenances arising from the installation, maintenance or repair of Permittee's utility facilities shall be repaired at expense of Permittee. No portion of the pavement of any highway sball be disturbed without prior permission of the Board. Upon completion of any work within limits of the highway all disturbed portions sball be replaced as nearly as practicable in as good a condition as they were wben work was begun.

6. It is understood and agreed by the Permittee and tbe utility that the utilities shall comply with tbe "State of Indiana, Indiana State Highway Commission Policies Covering the Use and Occupancy of Public Highway Rights-of-Way by Utilities 1971."

lN WITNESS WHEREOF, the parties bereto have caused this document to be executed by their respective representatives duly authorized thereunto on this _____ day of _____, 19___.

ATTEST:

JAMES R. HAEGER, Supervising Engineer-Outside Plant

BY: _____
MARVIN E. HINSHAW, Network Engineering & Construction Manager-Outside Plant

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, ALLEN COUNTY

ATTEST:

Sandra Kennedy, Clerk

2-19-81
Date

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Herbert R. Gamache, Member

UTILITY AGREEMENT

The City of Fort Wayne, Indiana and its Board of Public Works bereinafter referred to as the Board, and Indiana and Micbigan Electric Company hereinafter referred to as the Permittee, hereby agree that utility facilities consisting of power lines, poles, and underground facilities located at the following described location Hobson Road from Ivy League Drive to Stellborn Road are hereby granted permit to be located within the bighway rigbt-of-way in accordance witb the attached drawings or if no drawings are attached, tbe utility facility will he placed adjacent to the present utility facilities and witbin the street rigbt-of-way line as indicated on the plans for the proposed project. In consideration thereof, tbe Permittee hereby agrees to abide hy and conform with the following terms and conditions:

1. Tbe above described utility facilities to be retained, installed, adjusted or relocated on, over, along or under tbe higbway witbin tbe rigbt-of-way limits will be located and accommodated in a manner tbat will not impair tbe planned bigbway, or its construction, or maintenance or interfere with its safe operation.

2. Tbe Permittee hereby agrees to assume liahility for making any necessary utility adjustments, should future traffic conditions or road improvement necessitate when so requested by tbe Board and assume tbe cost tbereof, except wbere Permittee bas a compensable property right therein or where reimhursement of sucb costs is provided for hy law.

Tbe Permittee further agrees to comply with the rules and regulations of tbe Board in servicing, maintaining, replacing and removing the above described facilities, and to obtain a permit before performing any of tbese functions on such facilities located within the bighway right-of-way.

3. The Permittee sball save harmless and indemnify tbe Board from any claim for damages of any nature whatsoever arising out of Permittee's negligence in connection witb any work done pursuant to this agreement.

4. During tbe progress of any construction undertaken within the limits of the said bigbway in pursuance hereof, tbe Permittee shall provide watchmen and flagmen as may be reasonahly required hy tbe Board for safety and convenience

of the puhlic and shall furnish all barricades, signs and lights reasonably necessary to protect the public. Traffic shall he maintained at all times unless otherwise indicated hereon by special endorsement of the Board's duly authorized representative.

5. All damage to drainage structures, roadbeds, pavements and other highway appurtenances arising from the installation, maintenance or repair of Permittee's utility facilities shall he repaired at expense of Permittee. No portion of the pavement of any highway shall be disturbed without prior permission of the Board. Upon completion of any work within limits of the highway all disturbed portions shall be replaced as nearly as practicahle in as good a condition as they were when work was hegun.

6. It is understood and agreed by the Permittee and the utility that the utilities shall comply with the "State of Indiana, Indiana State Highway Commission Policies Covering the Use and Occupancy of Public Highway Rights-of-Way by Utilities 1971."

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed by their respective representatives duly authorized thereunto on this 21st day of July, 1980.

ATTEST:

J. A. Delaney

J. A. Delaney, Engineering Supervisor

BY: G. L. Ulm

G. L. Ulm, Division Superintendent

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, ALLEN COUNTY

ATTEST:

Sandra Kennedy

Sandra Kennedy, Clerk

2-19-81

Date

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Herbert R. Gamache, Member

UTILITY AGREEMENT

The City of Fort Wayne, Indiana and its Board of Public Works hereinafter referred to as the Board, and Citizens Cable of Allen County hereinafter referred to as the Permittee, hereby agree that utility facilities consisting of power lines, poles, service lines, and appurtenances located at the following described location Hobson Road from Ivy League Drive to Stellhorn Road are hereby granted permit to be located within the highway right-of-way in accordance with the attached drawings or if no drawings are attached, the utility facility will be placed adjacent to the present utility facilities and within the street right-of-way line as indicated on the plans for the proposed project. In consideration thereof, the Permittee hereby agrees to abide by and conform with the following terms and conditions:

1. The above described utility facilities to be retained, installed, adjusted or relocated on, over, along or under the highway within the right-of-way limits will be located and accommodated in a manner that will not impair the planned highway, or its construction, or maintenance or interfere with its safe operation.

2. The Permittee hereby agrees to assume liability for making any necessary utility adjustments, should future traffic conditions or road improvement necessitate when so requested by the Board and assume the cost thereof, except where Permittee has a compensable property right therein or where reimbursement of such costs is provided for by law.

The Permittee further agrees to comply with the rules and regulations of the Board in servicing, maintaining, replacing and removing the above described facilities, and to obtain a permit before performing any of these functions on such facilities located within the highway right-of-way.

3. The Permittee shall save harmless and indemnify the Board from any claim for damages of any nature whatsoever arising out of Permittee's negligence in connection with any work done pursuant to this agreement.

4. During the progress of any construction undertaken within the limits of the said highway in pursuance hereof, the Permittee shall provide watchmen and flagmen as may be reasonably required by the Board for safety and convenience

of the public and shall furnish all barricades, signs and lights reasonably necessary to protect the public. Traffic shall be maintained at all times unless otherwise indicated hereon by special endorsement of the Board's duly authorized representative.

5. All damage to drainage structures, roadbeds, pavements and other highway appurtenances arising from the installation, maintenance or repair of Permittee's utility facilities shall be repaired at expense of Permittee. No portion of the pavement of any highway shall be disturbed without prior permission of the Board. Upon completion of any work within limits of the highway all disturbed portions shall be replaced as nearly as practicable in as good a condition as they were when work was begun.

6. It is understood and agreed by the Permittee and the utility that the utilities shall comply with the "State of Indiana, Indiana State Highway Commission Policies Covering the Use and Occupancy of Public Highway Rights-of-Way by Utilities 1971."

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed by their respective representatives duly authorized thereunto on this 22 day of July, 19 80.

ATTEST:

BY:

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, ALLEN COUNTY

ATTEST:

Sandra Kennedy, Clerk

2-19-81
Date

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Herbert R. Gamache, Member

44

Form 1929

70-132-10 A.I
3/11/81

Improvement Resolution

FOR CURB AND SIDEWALK

No. 5900 - 1981

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve curbs and sidewalks where needed on LILLIE ST., east and west sides from Creighton south to Pontiac; and JOHN ST., east and west sides from Creighton north to Buchanan; also known as HANNA-CREIGHTON NEIGHBORHOOD, PHASE V.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by Community Development & Planning.

Adopted, this 11th day of March, 1981

ATTEST: Sandra E Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

Betty R. Collins

Robert W. Anderson Sr.

CALHOUN PRESS

70-132-9 H.I.
3/11/81

STREET LIGHTING RESOLUTION

No. 151-81
East Central Phase VI
Impact Area

RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, that it is deemed necessary to light East Central Phase VI Impact Area, more specifically defined as, Hugh Street, from McCulloch Street to Winter Street, Winter Street, from Lewis Street to Hayden Street, Lillie Street, from Lewis Street to Hayden Street, and Alliger Street, from Winter Street to Anthony Blvd., all in accordance with the detailed plan and specifications on file in the office of the Board of Public Works of said City, and such lighting is now ordered.

The total cost of said lighting shall be paid with monies from the Community Development Block Grant as provided for in Title 1 of the 1974 Housing and Community Development Act.

Adopted this 11th day of March 1981.

BOARD OF PUBLIC WORKS

Attest:
Clerk

47 46

Form 1929

70-132-8 H.I. 3/11/81

Improvement Resolution

FOR CURB AND SIDEWALK

No. 5894-1981

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by constructing curbs and sidewalks where needed along:

SHORT STREET - east side between Spring and Huffman.

GELLER STREET - west side between Spring and Huffman.

BARTHOLD STREET - east side between Spring and Huffman.

ANDREW STREET - both sides between Spring and Putnam Streets.

HENSCH STREET - both sides between Huffman and Putnam Streets.

MERIDIAN STREET - as needed between Huffman and Putnam.

Also known as Northwest Central Neighborhood, Phase IV-B, Capital Improvement.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by C.D. & P.

Adopted, this 11th *day of* March, 1981

ATTEST: Sandra E. Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

Betty R. Collins

Robert Dr. Anderson Slater

CALHOUN PRESS

Form 1129

70-132-7 H.C.
3/11/81

Improvement Resolution

FOR CURB AND SIDEWALK

No. 5897 - 81

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve curbs & sidewalk, where needed, on the following streets: (1) Harmar St. - the east and west sides from the alley north of Eliza to the alley south of Eliza (2) Gay Street - the east side from Lewis on the north to the alley south of Eliza and the west side from Hugh on the north to the alley south of Eliza (3) Eliza St. - the north and south sides bounded by Harmar on the west and Gay on the east (4) Chute St. - from Lewis St. to Eliza St. (East Central Neighborhood, Phase VI).

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by Community Development & Planning.

Adopted, this 11th *day of* March, 1981

ATTEST: Sandra E. Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

Betty R. Collins

Robert A. Anderson

CALHOUN PRESS

48

City Park

Form 1929

7C-131-6 H.I
3/11/81

Improvement Resolution

FOR STREET OR ALLEY

No. 5901 - 1981

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by repairing concrete pavement in 2600 block of Prairie Grove Avenue

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by City of Fort Wayne.

Adopted, this 11th *day of* March, 1981

ATTEST: Sandra E Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

Wm. L. Stahl

Betty R. Collins

Robert Anderson Stahl

CALHOUN PRESS

70-126-2 H.I. A/1 2/26/81

NOTICE TO CONTRACTORS

FORT WAYNE ADVANCED WASTEWATER TREATMENT C-180774-03

Notice is hereby given by the Board of Public Works of the City of Fort Wayne, Indiana, that sealed proposals will be received by the Board at its Office in the City-County Building until 9:00 A.M.(Local Time) on April 21, 1981 then will be publicly opened and read aloud. Any bid received later than the above time will be returned unopened.

The work for which proposals are to be received consists of:

ADVANCED WASTEWATER TREATMENT - PHASE "A"

The work requires upgrading and modification of the existing water pollution control plant to provide single stage nitrification to an average daily flow of 42 MGD. The facilities to be installed include high efficiency aeration headers in Aeration Tanks 4 and 5, one additional 22,000 CFM blower, Blower Building modifications, new return sludge high recycle rate pumps on Tanks 1 through 5, modifications of existing secondary Tanks 1 through 5, a pond dredging pumping system to sludge lagoons with a sludge holding and decant tank and grit removal system, stormwater station discharge channel modifications, and static aeration of Terminal Pond No. 3 effluent. The work shall also include all demolition, excavating and regrading, piping, heating, ventilating, air conditioning, painting, electrical work, and all other related work and appurtenances.

ADVANCED WASTEWATER TREATMENT - PHASE B

The work requires upgrading and modifications of the existing Water Pollution Control Plant to provide single stage nitrification to an average daily flow of 60 MGD. The facilities to be installed include new return sludge pumps for Secondary Treatment Tanks 6 through 9, one additional 22,000 CFM blower, and new buildings to house the new blower and return sludge pump controls. The work shall include all demolition, excavating and regrading, piping, heating, ventilation, air conditioning, painting, electrical work, and all other related work and appurtenances.

ADVANCED WASTEWATER TREATMENT - PHASE C

Included in the scope of the project are the following: Relocation of the existing laboratory facilities and all demolition, excavating and regrading, piping, heating, ventilating, air conditioning, painting, and all other related work and appurtenances.

The Owner is cognizant of the 60-day time limitation for awarding contracts and giving notice to proceed pursuant to IC 5-16-2-1.5. However, due to the time requirements for the issuance of bonds to finance the project, time requirements anticipated for obtaining approvals of appropriate public agencies and other possible time requirements, it is anticipated that the Contract cannot be finally executed and notice to proceed given until 90 days following the opening of bids. Accordingly, bidders should submit their bids on this basis and be prepared to grant an appropriate extension of time pursuant to IC 5-16-2-1.5 at the time of making the tentative award to the lowest and best bidder as determined by the Owner. The Owner further reserves the right to waive formalities and to award the Contract to any bidder, all to the advantage of the City of Fort Wayne, Indiana, or to reject any and all proposals.

No bid will be accepted from, or Contract awarded to any person, firm or corporation that is in arrears to the City of Fort Wayne, Indiana, upon any debt or contract, or who has failed to execute, in whole or in part, in a satisfactory manner, any Contract with The City or who is a defaulter as to surety or otherwise upon any obligation to the City of Fort Wayne, Indiana

Bids shall be properly and completely executed on a standard proposal form obtainable from the Clerk-Treasurer of the City of Fort Wayne, Indiana, or at the office of the Engineer, with fully executed Non-collusion Affidavit required by the statutes of the State of Indiana. All bids shall be accompanied by Standard Questionnaire Form 96-a of the Indiana State Board of Accounts. Each proposal shall be accompanied by a cashier's check made payable to the City of Fort Wayne, Indiana, or an acceptable bidder's bond by an incorporated surety company in good standing and qualified to do business in the State of Indiana, in an amount of not less than five percent (5%) of said bid; said deposit being for the purpose of insuring the execution of the Contract for which said bid is made.

Wage rates on the project shall not be less than the prescribed scale of wages as determined in accordance with Chapter 319 of the Acts of the Indiana General Assembly for the year 1935, and all acts amendatory thereof and supplemental thereto, or Federal wage scale published by the U. S. Department of Labor as being in effect at the time of the bid. The wage scale having the highest rate shall be the rate paid on this project.

Any contract or contracts awarded under this invitation for bids are expected to be funded in part by a grant from the United States Environmental Protection Agency (EPA). Neither the United States nor any of its departments, agencies, or employees is or will be a party to this advertisement for bids or any resulting contract. The procurement will be subject to all regulations contained in 40 CFR 35.936, 35.938 and 35.939 and the EPA policy and goal regarding the increased use of minority business enterprise (MBE). The policy as well as the cited regulations are contained in the specifications. The MBE goal for this contract is 10%.

NOTIGE OF REQUIREMENT FOR AFFIRMATIVE AGTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXEGUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called the "Equal Opportunity Glause" and the "Standard Federal Equal Employment Opportunity Gonstruction Gontract Specifications" set forth herein.

2. The goals and timetables for female participation, expressed in percentage terms for the Gontractor's aggregate workforce in each trade on all construction work in the covered area are as follows:

FORT WAYNE, INDIANA
GOALD AND TIMETABLES

TIMETABLE	TRADE	GOAL (PERGENT)
UNTIL FURTHER NOTIGE	PLUMBERS	05.2 to 05.5
	STEAMFITTERS	05.2 to 05.5
	CARPENTERS	05.7 to 06.2
	BRIGKLAYERS	09.3 to 10.4
	ELEGTRIGIANS	05.2 to 05.9
	SHEETMETAL	04.4 to 05.2
	IRONWORKERS	07.3 to 08.4
	OPERATING ENGINEERS	05.2 to 06.0
	PAINTERS	11.0 to 12.0
	ALL OTHERS	07.1 to 08.0

GOALS FOR FEMALE PARTIGIPATION
IN EAGH TRADE

TIMETABLE	GOALS
From Apr. 1, 1978 until Mar. 31, 1979	3.1
From Apr. 1, 1979 until Mar. 31, 1980	5.0
From Apr. 1, 1980 until Mar. 31, 1980	6.9

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area.

The successful contractor or contractors and all subcontractors having contracts exceeding $10,000 will be required to submit certification of Non-Segregated Facilities prior to execution of a federally assisted contract.

Each contractor to whom the work is awarded shall be required to furnish a performance bond and a payment bond each in the amount of one hundred percent (100%) of the Contract price and they shall be acceptable to the Board of Public Works.

Bidders on this work will be required to comply with President's Executive Order 11246 as amended. The requirements for bidders and contractors under this Order are explained in the Specifications and in 41 CFR 60-4.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60.4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulation in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

Plans and specifications are on file in the office of the Board of Public Works, City-County Building, Fort Wayne, Indiana; F. W. Dodge Corporation, Indianapolis, Indiana; and the Engineer, HNTB, 3333 Founders Lane, Indianapolis, Indiana 46268.

Bidders must obtain copy of said specifications pursuant to submitting their bids by paying one hundred dollars ($100.00) for each set. Full deposit will be refunded if the documents are returned in good condition to HNTB, within thirty (30) days after the date of receiving bids, either in person or by mail. Said set of specifications may be acquired at the office of HNTB, 3333 Founders Lane, Indianapolis, Indiana 46268.

No consideration for escalation on prices can be considered; therefore, Contractors are advised to not include any such escalation clause in their proposals for this project.

THE CITY OF FORT WAYNE, INDIANA
BY ITS BOARD OF PUBLIC WORKS

Attest:

Clerk

Dated February 26, 1981

70-125-13 H.L. 2/25/81

A G R E E M E N T

WHEREAS, TREATY MUNICIPAL MATERIALS (hereinafter referred to as "Supplier,") by its representative Erhard Henke, District Sales Manager, and GROUND SERVICES, INC., (hereinafter referred to as "Installing Contractor,"), by its representative, Gordon McHenry, Sr., its President, wish to jointly enter into an Agreement with the CITY OF FORT WAYNE by its representative, the Board of Public Works, to utilize PVC D 3034 Sewer Pipe, cell classification 13364B, for Resolution 328-80 of the Spy Run Study Area, known as "Neuhaus Interconnect," and,

WHEREAS, City has provisions within its Specifications to allow for products that are not presently in service within the City's sewer system as referred to in the Spy Run Study Area Specifications, Division I, page 12, paragraph 4.5.

NOW, THEREFORE, be it understood by all parties concerned that the Supplier and Installing Contractor hereby merge with this Agreement to be totally, individually and/or jointly responsible for warranty of subject pipe to the Specifications detailed within Resolution 328-80 of the Spy Run Study Area for a period not to exceed five (5) years from date of execution of this Agreement.

BY execution of this Agreement, the City of Fort Wayne, by its Board of Public Works, agrees to permit the installation of said pipe for said Resolution 328-80.

EXECUTED this 19th day of February, 1981.

SUPPLIER:

Erhard Henke, District Sales Manager

CITY:

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Herbert Gamache, Member

INSTALLING CONTRACTOR:

Gordon McHenry, Sr., President

Before me, the undersigned, a Notary Public, in and for said County and State, personally Erhard Henke, Supplier, Gordon McHenry, Sr., Installing Contractor, Mark L. Akers, Chairman, Roberta Anderson Staten, Member and Herbert Gamache, Members of the Board of Public Works, who acknowledged the execution of this Agreement as and for their voluntary act and deed, for the uses and purposes therein contained.

WITNESS my hand and seal this 19th day of February, 1981.

My Commission Expires:

MAR. 30, 1981

Harvey M. Woodring
Notary Public

41

70-93-14 H.I.
see 70-35-13 1/7/81
"1/5/80

STREET LIGHTING RESOLUTION

No. 148-80

Shawnee Drive-Webster Street

AMENDED

NOW THEREFORE: The Board of Public Works of the City of Fort Wayne, Indiana, hereby deems it necessary to relight Shawnee Drive from Killea Street to Wildwood Avenue and Webster Street from Killea Street to Darrow Avenue, , all in accordance with the drawings and specifications on file in the office of the Department of Public Works of said City and such lighting is now ordered. This improvement is ordered pursuant to I.C. 19-5-24-1 and 10.

A maximum cost of $3.27 per lineal front foot of property shall be assessed upon real estate abutting the above described street. The balance of the project cost shall be assessed upon the City of Fort Wayne, Indiana. Assessments, if deferred, are to be paid in ten (10) equal installments, with interest at the rate of seven (7%) percent per annum and shall be financed by the Barrett Law revolving improvement fund as provided for in I.C. 18-6-5-29.5. All proceedings and any work done in said lighting assessment of property, collection of assessments and issuance of bonds therefor, shall be provided for in said above entitled acts and all amendments thereto and suplemental thereof.

Adopted, this 7th day of January 1980.

BOARD OF PUBLIC WORKS

Attest:

Sandra E. Kennedy
Clerk

70-116-19 H. I. 2/11/81

STREET LIGHTING RESOLUTION

No. 150-81

Northwest Central Phase V
Impact Area

RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, that it is deemed necessary to light the Northwest Central Phase V Impact Area, more specifically identified as Fourth Street from Wells Street to Harrison, Fifth Street from Wells to Harrison, Sixth Street from Wells to Harrison, and Cass Street from Putnam Street to Second Street, all in accordance with the detailed drawings and specifications on file in the office of the Board of Public Works of said City, and such lighting is now ordered.

The total cost of said lighting shall be paid with monies from the Community Development Block Grant as provided for in Title 1 of the 1974 Housing and Community Development Act.

Adopted this 11th day of February 1981.

BOARD OF PUBLIC WORKS

Roberta Anderson Hale

Attest:
Sandra E Kennedy
Clerk

Form 1959

70-115-5 A.S.
3/11/81

Improvement Resolution

FOR CURB AND SIDEWALK - DRIVE APPROACHES

No. 5899 - 1981

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve curbs, sidewalk, and drive approaches along Kensington Blvd. from North property line of Lake Avenue to South property line of State Blvd.

The cost of said improvement shall be paid as follows:

Curbs adjoining property	50% City	50% Property Owner
Curbs (Blvd. parkway)	100% City	
Driveway Approaches	25% City	75% Property Owner
Yardwalks	25% City	75% Property Owner
Corner Wingwalks & Ramps	100% City	

all in accordance with the profile, details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

Assessments, if deferred, are to be paid in ten equal installments, with interest at the prevailing rate ~~of five per cent.~~ per annum. A bond or bonds shall be issued to the contractor in payment of such work, unless the property owners pay said assessments before said bond or bonds are issued. Under no circumstances shall the City of Fort Wayne be or be held responsible for any sum or sums due from said property owner or owners for said work, or for the collection of the same, or for the payment of any bond, bonds, certificate or certificates, issued to said contractor in payment for such work, except for such moneys as shall have been actually received by the City from the assessments for such improvement, or such moneys as said City is by said above entitled act required to pay. All proceedings had and work done in the making of said improvement, assessment of property, collection of assessments and issuance of bonds therefor, shall be as provided for in said above entitled act and all amendments thereto and supplements thereof.

Adopted, this 11th *day of* February, 1981

ATTEST: Sandra E Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

original

AGREEMENT

FOR

STORM SEWER EXTENSION

SANITARY SEWER EXTENSION

AND WATER MAIN EXTENSION

70-111-12 H.I 2/4/81

5-71-81

3-10-81

81 05363

THIS AGREEMENT, made in triplicate tbis 4th day of February 19 81, by and between The Devonshire Corporation, bereinafter referred to as "Developer," and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "City,"

WITNESSETH:

WHEREAS, the Developer desires to construct a storm sewer, hereinafter referred to as "Storm Sewer," described as follows:

> Beginning at a point 12 feet west of the northbwest corner of lot 85 in Westmoor Extended Addition, thence eastward along te north side of lot 85 within an existing 12 foot easement, continuing in the same line of direction across Edenton Drive a distance of 205 feet from tbe point of beginning to proposed storm sewer manhole A-8, thence continuing eastward along and in tbe south right of way of Dresden Lane, beyond its intersection with North Glendale Drive and across North Glendale Drive to a proposed storm sewer manhole number A-7, a distance of 305 feet from manhole A-8, thence continuing eastward a distance of 170 feet on and along the common property line of lots 166 and 167 in Westmoor Extended Addition within an existing 12 foot wide easement to proposed storm sewer manole #A-6, tbence northeastwardly a distance of 150 feet to proposed manhole #A-5, thence easterly a distance of 388 feet to proposed inlet manhole #A-4, thence south a distance of 145 feet to proposed inlet manhole #A-3, thence continuing south a distance of 160 feet to proposed storm sewer manhole #A-2, thence east a distance of 436 feet to manhole #A-1, which is an existing storm sewer manhole along the west right of way of Reckeweg Road approximately 130 feet north of the centerline of Ridgelane Drive, and, in addition, also continuing southeasterly from proposed storm sewer manhole #A-6 a distance of 130 feet to a proposed inlet at tbe end of Westglen Court

ALLEN COUNTY RECORDER
81 MAR 13 PM 4:30

in accordance with plans, specifications and profiles heretofore submitted to the City and now on file in the office of the Chief Engineer of the Water Pollution Control Utilities of tbe City, and known as Devonshire, whicb plans, specifications, profiles are by reference incorporated herein and made a part hereof, wbich sewer will serve not only land in which the Developer has an interest, but also an adjoining land areas.

WHEREAS, tbe cost of construction of said storm sewer is represented to he $56,562.00 composed of $54,452.00 for construction costs; $1,860.00 for engineering services, $250.00 for legal fees, and a maximum of $2500.00 for City inspection fees.

WHEREAS, the Developer desires to construct a sanitary sewer, hereinafter referred to as "Sanitary Sewer," described as follows:

> Beginning at a proposed sanitary manhole #1 on an existing 8 foot sanitary sewer in the west side right of way of North Glendale Drive at its intersection with the south right of way with Dresden Lane, thence east a distance of 195 feet crossing North Glendale Drive and continuing along the common property line of lots 166 and 167 in Westmoor Extended Addition within an existing 12 foot easement proposed sanitary manhole #2, thence southeasterly a distance of 255 feet to proposed sanitary manhole #3 located on the common property line of lots 14 and 15 in Devonshire and within the right of way of Westglen Court, thence east a distance of 315 feet to proposed sanitary manhole #4, thence continuing east a distance of 320 feet to proposed sanitary manhole #5 which is the terminus of the proposed 8 inch sanitary sewer. And, in addition, continuing south also from proposed sanitary manhole #3 a distance of 130 feet to the rear property line of lots 14 and 15 in Devonshire in accordance with plans, specifications and profiles heretofore submitted to the City and now on file in the office of the Chief Engineer of the Water Pollution Control Utilities of the City

and known as Devonshire which plans, specifications, profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the Developer has an interest, but also an adjoining land areas.

WHEREAS, the cost of construction of said Sanitary Sewer is represented to be $32,310.00 composed of $31,610.00 for construction costs; $475.00 for engineering servies; and $225.00 for legal fees.

WHEREAS, the Developer desires to construct an 8" water main hereinafter referred tp as "8" water main" to serve the lots within "Devonshire," described as follows:

> On Westglen Court from Reckeweg Road westward to its terminus.

WHEREAS; the City is requiring that the existing 6" water mains along Reckeweg Road be connected with a new 6" water main for water pressure availability for fire protection, hereinafter referred to as "6" water main," described as follows:

> On Reckeweg Road from an existing 6" water main located 500± feet north of Ridgelane Drive, northward to an existing 6" water main located 228± feet south of Wisteria Lake.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF STORM SEWER, SANITARY SEWER, AND WATER MAIN

The Developer shall cause said storm sewer, sanitary sewer, and 8" water main to be constructed and located in accordance with said plans, specifications, and profiles, all approved by the City, under private contract to be let within terminating period as specified by item number 10 of this agreement. All work and materials shall be subject to inspection by City and the right of City to

5 54

halt construction if tbere shall be noncompliance therewith. Said sewer shall not be deemed permanently connected into the respective water and sewer system of City until final acceptance by City.

2. COST OF CONSTRUCTION - STORM SEWER

Tbe Developer and tbe City agree to sbare equally on a 50%-50% basis the entire cost and expense of construction of said sewer including engineering, inspection and legal fees, and agree to defend and to hold each otber harmless from any liability for claims arising from tbe nonpayment of its share of the cost. It is agreed that the City sball reimburse the Developer within 30 days of written acceptance of the storm sewer by tbe City for the City's share of the cost.

In order to properly install said storm sewer at tbe correct grade an existing City water main located on the west side of Edenton Drive must be lowered. Since the Developer, at his own time and expense has acquired the necessary easements from property owners to construct said sewer, the City agrees to use its crews at its expense to relocate the existing water main to enable construction of the storm sewer. Excavation, backfill, and surface restoration work for relocating the water main will be provided for in the storm sewer contract.

3. COST OF CONSTRUCTION - SANITARY SEWER

The Developer agrees to pay the entire cost and expense of construction of said sanitary sewer, including engineering and inspection fees, and area connection fees. The area connection fees from Developer due Resolution 62-267-18 is established at $1805.59 based upon 7.52 acres at $300.00 per acre, less $450.41 previously paid via Resolution 864-1974, and to hold the City harmless from any liability for claims connected therewith. However, since the City has required the Developer to incorporate within the design of the proposed sanitary sewer a lateral extension of the proposed sanitary sewer to serve adjacent properties to the south of the Developer's property. The City agrees to reimburse the Developer for the entire cost of the construction, engineering, legal expense, and inspection of the extension, up to a maximum of $1,600.00.

Reimbursement by tbe City to the Developer shall be made within thirty (30) days after the written acceptance of the sanitary sewer.

The cost of the sanitary sewer is represented to be a maximum of $1,600.00 composed of $1,200.00 for construction costs; $300.00 for engineering services and City Inspection fees; and $100.00 for legal fees.

The description of the sanitary sewer subject to this reimbursement provision is as follows:

Beginning from proposed manhole #3 a distance of 130 feet to the rear property line of lots 14 and 15 in Devonshire.

Said sanitary sewer shall be 8" in diameter.

4. COST OF CONSTRUCTION - WATER MAINS

Developer shall cause the construction, at his own cost, of the aforedescribed 8" water main. City shall cause the construction of the aforedescribed 6" water main funded in part by a $6,000.00 contribution from the Developer. Said contribution to be made by developer within 30 days after written acceptance of said 6" water main by the City.

5. AREA OF DEVELOPER

Said sanitary sewer when accepted by the City will serve the following described realestate: Devonshire Addition.

Lot 24, Edsall's Subdivision of part of Lagro Reserve, in Township 30 North, Range 12 East, Allen County, Indiana, as recorded in Deed Record 30, pages 160-161, in the Office of the Recorder of Allen County, Indiana and as shown in Surveyor's Record "C," page 31; EXCEPT the North 2.5 acres of said lot, being the North 108.9 feet thereof, cut off by a line parallel to and 108.9 feet South of the North line of said lot.

As the Developer and the City will share the cost of construction said sanitary sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in and inspection fees as are customarily charged by the City for connections to City sewer mains.

6. CHARGE AGAINST BENEFITTED AREA

Said sanitary and/or storm sewer, when constructed, will also serve the additional area hereinafter referred to as "Benefitted Area."

In the event any present or future owner of said described Benefitted Area shall at any time after the date of this contract, desire to use said storm sewer and/or sanitary sewer or any extension thereof, whether by direct tap or through the extension or connection of lateral or local lines to service such land; City, through its duly constituted authorities, reserves the right to require that such owner or owners of said Benefitted Area pay to City in addition to the cost of standard tap-in and inspection fees, as are customarily charged by the City for connections to City sewer mains, a connection fee based upon the prorata share of the cost of the extension of City sewer to said Benefitted area.

5 54

7. EASEMENTS

Tbe developer is responsible to acquire all necessary easements, both permanent and temporary, for storm sewer, sanitary sewer, and water main.

8. GOVERNING STATUTE

It is the intention of the parties heeto to utilize and take advantage of any apply to this Agreement tbe provisions of Sections 16, 17, and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (Refer to I.C. 19-2-7-16, 17 and 18), tbe provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

9. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly appointed Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, tbis contract shall be null and void and of no further force and effect.

10. This agreement will be terminated if developer does not begin construction within nine (9) months after councilmanic and Board of Public Works approval, excepting that the $6,000.00 payment will become due City from developer for the construction of the 6" water main as contemplated in paragraph 4.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

DEVELOPER: Devonshire Corporation

Mary Jo Todoran
Corporate Secretary
Mary Jo Todoran

by: Michael J. Todoran, Pres.

STATE OF INDIANA:
SS
COUNTY OF ALLEN:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Mary Jo Todoran and Michael J. Todoran, who acknowledged the execution of the foregoing agreement for storm sewer, sanitary sewer, and water main extension, as and for his voluntary act and deed for tbe uses and purposes tberein contained.

WITNESS my hand and notarial seal this 14 day of January, 1981.

Carol H. Kummer
Notary Public CAROL H. KUMMER
Resident of Allen County

My Commission Expires:
9-9-82

5 54

CITY OF FORT WAYNE, INDIANA

BY: _____
Win Moses, Jr., Mayor

BOARD OF PUBLIC WORKS

BY: _____
Mark L. Akers, Chairman

BY: _____
Roberta Anderson Staten, Member

BY: _____
Herbert R. Gamache, Member

ATTEST:

_____
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Assoc. City Attorney

STATE OF INDIANA:
SS
COUNTY OF ALLEN:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Win Moses, Jr., Mayor, Mark L. Akers, Chairman, and Roberta Anderson Staten and Herbert R. Gamache, Members of the Board of Public Works, who acknowledged the execution of the foregoing agreement for storm sewer, sanitary sewer and water main extension, as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 4th day of February, 1981.

_____
Notary Public
Resident of _____ County

My Commission Expires:
3-6-84

This instrument prepared by
C. Duane Embury, P.E.
Chief Water Pollution Control Engineer

file

Improvement Resolution 71-36-14 H.I

FOR CURB AND SIDEWALK AND STREET LIGHTS

8/19/81

No. 5898-81

See 70-110-5 2/4/81

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA

That it is deemed necessary to improve by constructing totally new curbs and sidewalks where needed on both sides of West Oakdale Drive from South Wayne to Fairfield Avenue. Also, to construct an underground ornamental street lighting system on West Oakdale Drive from South Wayne to Fairfield Avenue.

NOTE: Resolution amended to read: Payment shall be financed by the Barrett Law revolving improvement fund as provided for in I. C. 18-6-5-29.5.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid as follows:

Sidewalks	75% Property Owner 25% City
Curbs	50% " " 50% "
Street Lights	$3.27 L.F. Property Owner Participation of property abutting said street

Adopted, this 19th *day of* August, 1981

ATTEST: Sandra E Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

Thomas C. Hofer

Robert Anderson Vice

Betty R. Collins

Form 1929

70-110-5 A.I. 2/4/81

Improvement Resolution

FOR CURB AND SIDEWALK

No. 5898 - 1981

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by constructing totally new curbs and sidewalks where needed on both sides of West Oakdale Drive from South Wayne to Fairfield and by replacement of the existing street lighting with new ornamental street lights.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid

Sidewalks	75% Property Owner	25% City
Curbs	50% " "	50%
Street Lights	$3.27 per front foot of property abbuting said street	

Adopted, this 4th *day of* February, 1981

BOARD OF PUBLIC WORKS:

CALHOUN PRESS

56

70-106-20 H.I. 1/28/81

RESOLUTION No. 70-106-20

The Board of Public Works deems it necessary to set interest rates on Barrett Law projects at one-half (½) the local prime rate but no lower than 7% at time bid of project is let.

Mark L. Akers

Roberta Anderson Staten

Herbert Gamache

Attest:

Clerk, Sandra E. Kennedy

Form 1929

70-105-11 H.I 1/28/81

Improvement Resolution

FOR CURB AND SIDEWALK

No. 5896 - 1981

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve curb and sidewalks, where needed, on both sides of Creighton Avenue east of Hanna to west of Gay Street.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by Community Development & Planning.

Adopted, this 28 *day of* January, 1981

ATTEST: Sandra E Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

Robert Anderson Staton

CALHOUN PRESS

Form 1929

Improvement Resolution 70-98-17 H.I 1/14/81

FOR CURB AND SIDEWALK & RETAINING WALL

NO. 5892 - 1980

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve sidewalk on the south side of Jones Street from College to Nelson Streets, also construct retaining wall on the south side of Jones Street from College to Nelson Streets.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

The cost of said improvement shall be paid 100% by property owner.

Adopted, this 14th *day of* January, 1981

ATTEST: Sandra E Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS: Robert Anderson Slater

70-97-14 H.I.
1/14/81

RESOLUTION NO. 70-97-14
TRUCK ROUTES

WHEREAS the Fort Wayne Municipal Code requires the Board of Public Works to regularly set truck routes in the City of Fort Wayne;

NOW, THEREFORE, the Board of Public Works, in compliance with Section 17-120 of the Fort Wayne Municipal Code, hereby establishes the following DELETION of Truck Routes in the City of Fort Wayne:

SECTION 17-120 CITY TRUCK ROUTES

DELETE:

Fairfield Ave. from Pontiac St. to Baer Field Thruway

Adopted 14th day of January, 1981

Attest:

Secretary and Clerk

Memorandum

To Mark Akers, Chairman - Board/Works Date Dec. 9, 1980

From Walter Stout - Traffic Engineering

Subject Preparation of Resolution regarding Truck Route Deletion

COPIES TO:
Mayor Moses
Carl O'Neal
Julianne Richardson
Mark GiaQuinta
File (2)

Please be advised, our office has received a request from residents surrounding Fairfield Ave. through Mark E. GiaQuinta, Councilman Fifth District, regarding the deletion of the City Truck Route on Fairfield Ave. between Pontiac St. and the Baer Field Thruway, thus preserving the residential street.

The purpose of this change is to restrict trucks from using Fairfield Ave. as a means of going to and from the Baer Field Thruway. Clinton St. and Lafayette St. are designated Truck Routes and would provide adequate access. The area involved adjacent to Fairfield Ave. is predominantly a residential district when you get beyond the Lutheran Hospital. This would not prevent trucks from servicing Lutheran Hospital or other commercial businesses on Fairfield Ave. in the immediate area, but would be geared towards the trucks that are using Fairfield Ave. as a short cut.

The matter can be handled by a Board of Works Resolution deleting from the City Truck Route Schedule, Fairfield Ave. from Pontiac St. to Baer Field Thruway as stated in Section 17-120 of the City of Fort Wayne Traffic Code.

Would you please at your earliest convenience, initiate the necessary Resolution for this deletion.

Thank you for your prompt attention to this matter.

Walt

Walter Stout

WS/lt

BOARD OF ... WORKS
DEC 0 9 1980
RECEIVED
APPROVED
Dept. of Public Works

60

4/

70-23-14 H.I.
see 70-35-13 1/7/81
11/6/80

STREET LIGHTING RESOLUTION

No. 148-80

Shawnee Drive-Webster Street
AMENDED

NOW THEREFORE: The Board of Public Works of the City of Fort Wayne, Indiana, hereby deems it necessary to relight Shawnee Drive from Killea Street to Wildwood Avenue and Webster Street from Killea Street to Darrow Avenue, all in accordance with the drawings and specifications on file in the office of the Department of Public Works of said City and such lighting is now ordered. This improvement is ordered pursuant to I.C. 19-5-24-1 and 10.

A maximum cost of $3.27 per lineal front foot of property shall be assessed upon real estate abutting the above described street. The balance of the project cost shall be assessed upon the City of Fort Wayne, Indiana. Assessments, if deferred, are to be paid in ten (10) equal installments, with interest at the rate of seven (7%) percent per annum and shall be financed by the Barrett Law revolving improvement fund as provided for in I.C. 18-6-5-29.5. All proceedings and any work done in said lighting assessment of property, collection of assessments and issuance of bonds therefor, shall be provided for in said above entitled acts and all amendments thereto and suplemental thereof.

Adopted, this 7th day of January 1980.

BOARD OF PUBLIC WORKS

Attest:

Linda E Kennedy
Clerk

70-90-22 H.I 1/5/81

AGREEMENT BETWEEN
THE STATE OF INDIANA
DEPARTMENT OF NATURAL RESOURCES

and

THE CITY OF FORT WAYNE, INDIANA

WHEREAS, the State of Indiana Department of Natural Resources prepared, through contracts, topographic mapping of the flood plains of the Maumee, St. Joseph, and St. Marys Rivers and Spy Run in 1974 and 1975; and

WHEREAS, the City of Fort Wayne completed construction in 1980 of new and upgraded levees along these rivers; and

WHEREAS, other development has taken place along these rivers since the above mentioned maps were prepared; and

WHEREAS, it is beneficial to both the Department and City to have updated maps for planning and flood plain management purposes;

NOW THEREFORE, the parties do mutually agree as follows:

1. The City shall be responsible for contracting with a qualified photogrammetric mapping company approved by the Department to update the Department's flood plain maps along the above mentioned streams.

2. The limits of the updated mapping will include approximately 250 feet either side of the streams and extend from the dam across the Maumee River at Anthony Boulevard upstream to (a) the dam across the St. Joseph River near the U.S. 30 bridge, (b) the Lower Huntington Road bridge across the St. Marys River, and (c) Franke Park on Spy Run.

3. The updated mapping shall be done to the accuracy of the specifications for the original mapping accomplished by the Department.

4. The Department will provide to and the photogrammetrist will utilize the data, information, and material from the original mapping. These data, information, and material will be returned in original and satisfactory form (except the scribe coats) to the Department at the completion of the project.

5. The Department and City will receive duplicate copies of data, information, and material developed by this project including final milar sheets of the updated mapping.

6. The cost of the project shall be agreed to and approved by the Department prior to awarding the contract by the City.

7. The Department shall reimburse the City fifty percent (50%) of the cost after review and approval of that completed project and upon receipt of an invoice from the City.

8. The City shall be responsible for obtaining all necessary rights of entry to do the work and agrees to hold and save the State of Indiana harmless from any injuries or damages which may occur during or as a result of the project.

9. This agreement may be altered only by separate written instrument to be an addendum agreement between the parties, executed by the parties hereto, and may be terminated only in like manner.

Mayor, City of Fort Wayne

Director
Department of Natural Resources

15

STATE OF INDIANA

DEPARTMENT OF NATURAL RESOURCES
JOSEPH D. CLOUD
DIRECTOR

INDIANAPOLIS, 46204

December 9, 1980

DEC 11 1980
C&D
TRANSPORTATION

Mr. Carl E. O'Neal
Director of Transportation
The City of Ft. Wayne
7th Floor, City-County Building
One Main Street
Ft. Wayne, Indiana 46802

Dear Mr. O'Neal:

Enclosed for your files is a fully signed copy of the Agreement between the State of Indiana Department of Natural Resources and the City of Fort Wayne for topographic mapping along the Maumee, St. Joseph, and St. Mary's Rivers and Spy Run.

We are forwarding the materials requested by Air Maps, Inc. to them to be used in the project. If we can be of assistance please feel free to call.

Sincerely,

John N. Simpson
Acting Chief
Division of Water

JNS/vh

Enclosures:

70-90-22 1/5/81

Division of Water, Room 605 State Office Building, Indianapolis, Indiana 46204 317 232 4160

Professionally Licensed Staff: Robert F. Jackson PE, LS; John N. Simpson PE, LS; Richard L. Wawrzyniak PE, LS; Victor H. Wenning PE; Thomas M. Brons CPG; Charles A. Bullock CPG; Paul W. Chester PE; John D. Holt PE; James J. Holtenstein PE; Gordon R. Lance PE; Walter A. Mangold PE; Joel M. Minster PE; Michael W. Neyer PE; Alex Seng PE; Kenneth E. Smith PE; William J. Steen CPG; Rex R. Stover PE; James T. Strange CPG; Edwin B. Vician, PE, LS

"EQUAL OPPORTUNITY EMPLOYER"

67

Memorandum

To Helen Gochenour, City Utilities Date 11-6-80

From Paul W. Philips, Counsel, Law Department

Subject Authority of City Utilities to expend its funds for merit awards and prizes for its employees and to defray the social expenses of its employees Quarter Century Club.

COPIES TO:

John Hoffman, Esq.

Dick Snouffer, Esq.

1. You have informed me that the State Board of Accounts has questioned the propriety of expenditures made by City Utilities for the matters described above, and requested my opinion regarding the legality of such expenditures.

2. For the reasons set out below, I am of the opinion that the Board of Public Works, as the governing Board of City Utilities, has ample statutory authority to use City Utilities funds for such purposes, as part of its personnel policy.

3. The status of the Board of Public Works as the "board of directors" of City Utilities derives from a number of statutory sources. The latest of these (chronologically speaking) is the 1913 Public Service Commission Act (I.C. 8-1-2-1 et seq.) one substantial portion of which (8 sections) deal with "municipal utilities", which are specifically excluded from the definition of "public utility" early in the Act. By I.C. 8-1-2-100 the Board of Public Works "shall have general supervision and control over the utility or utilities owned by a municipality, fixing the policy of control . . . and other regulations . . ."

It is worth noting here that the repeal clause of the 1913 Act specifically provides that it does not repeal the comparable provisions in the 1905 Cities and Towns Act, but is simply supplemental to them.

4. I.C. 18-1-21-1 through 10 is the Chapter of the 1905 Cities and Towns Act that deals with City Utilities. I.C. 18-1-21-3 provides:

> "Any city that owns a ... light works, water works or power plant may, by its board of works ... direct and supervise same. Such board of works, as in other cases ... may employ superintendants, clerks, or other employees as may be necessary and proper to manage and conduct such works for such compensation as may be fixed by ordinance."

5. In I.C. 18-1-27-4 it is further provided:

> "The custody, management and control of all water works, electric light works and heating or power plants owned or operated by any city of the ... second class shall, except or otherwise expressly provided in this act be wholly in the board of public works of such city, as in this act elsewhere provided;" * * * *

I.C. 18-1-21-4 is the same section that authorizes the Board of Public Works to make contract for City Utilities without councilmanic approval where the amount to be spent is not over $10,000.00.

6. The power to manage, control and supervise City Utilities must naturally include employment of necessary personnel to do the detail work required for the operation of the utilities. This, necessarily also requires the making of reasonable provisions for compensating such personnel for their work. Since in this area, City Utilities must compete in the general local labor market for the talent it needs, the board is forced to be realistic as to what other employers do for their employees to make their jobs attractive.

7. The foregoing is further undergirded by the provisions of the state Code dealing specifically with Water Works (I.C. 18-1-8-1) and Sewage Treatment Plants (I.C. 19-2-5-1 through 30).

8. As to Water Works, it is provided:

> "The Board of Public Works in every city, except as herein provided, shall manage, conduct and control the water works of such city, furnish a supply of water, collect water rents, appoint all necessary officers and agents, and remove any or such appointee at any time. * * * * The Board of Public Works shall be authorized to make such by-laws and regulations as it may deem necessary for the safe, economical and efficient management and protection of the water works, and such by-laws and regulations shall have the same validity as ordinances when not repugnant thereto, or to the constitution and laws of the state" (I.C. 18-1-8-1).

The foregoing is from the Chapter of the 1905 Cities and Towns Act which is headed "Department of Public Works" and is therefore concerned with the provisions discussed in paragraph 4 above.

9. As to Sewage Treatment Plants, it is provided:

> "The construction, acquisition, equipment, custody, operation and maintenance of any such works shall be under the supervision and control of the "board" (of public works) (I.C. 19-2-5-3). "The board may employ, fix the compensation, and prescribe the duties of engineers, architects, inspectors, superintendants, managers, collectors, attorneys and such other employees as in its judgment may be necessary". (I.C. 19-2-5-5).

This is a 1967 Act, which is unaffected by the 1913 Public Service Commission Act because by a 1957 amendment municipally-owned facilities for the treatment and disposal of sewage are specifically excluded from the Act's definition of "utility".

10. I note also that the Board of Works not only has the power to employ necessary personnel with which to operate the water works and the sewage treatment ("Water Pollution Control") works, but also to make appropriate rules and regulations for their efficient management.

11. I therefore conclude that the provision of prizes and awards to City Utility employees and the defraying of social expense for the employee Quarter-Century Club is within the discretionary powers of the Board of Public Works as the governing and operating body of City Utilities. All that is required is that the Board formally adopt a rule establishing and detailing a policy on the matters.

12. The propriety of such arrangements are not a matter of the extent general powers of government which the city has, as the State Board of Accounts implied to you. It is, rather, a matter of the content of the various enabling acts under which the City owns and operates its water and sewer "utilities".

Paul W. Philips

PAUL W. PHILIPS, J.D.
COUNSEL, LAW DEPARTMENT

PWP/dbl

Memorandum

To Board of Public Works Date 12/9/80

From Philip R. Boller, Director of Water Resources, City Utilities

Subject Resolution

COPIES TO.

Paul Philips
Fred Feustel

Attached please find a Resolution which we recommend the Board execute. This Resolution essentially establishes two items:

. The Quarter Century Club and

. Outstanding performance of employees in City Utilities.

Also, attached is a copy of Paul Philips' opinion regarding the legality of expenditures for the above.

Racquet Dr. re Water Les. 7920

70-73-36 12/10/80 H.I.

80-026623

THIS GRANT, made the 12th day of June, Nineteen Hundred and Eighty (1980),

BETWEEN THE PENN CENTRAL CORPORATION, a corporation of the Commonwealth of Pennsylvania, and the FORT WAYNE AND JACKSON RAILROAD COMPANY, a corporation of the State of Indiana, both having offices at 1700 Market Street, Philadelphia, Pennsylvania 19103 (hereinafter collectively called Grantor), and the CITY OF FORT WAYNE, a municipal corporation of the State of Indiana having an address at City-County Building, One Main Street, Fort Wayne, Indiana 46802 (hereinafter called Grantee);

WITNESSETH that the said Grantor, for and in consideration of the sum of Seven Thousand Five Hundred Dollars ($7,500.00), lawful money of the United States, paid by the said Grantee, does hereby GRANT, insofar as its title permits it so to do, without covenants or warranties of any kind, unto the said Grantee, its successors and assigns, the permanent right and easement to install and construct by the open cut method of construction one 8-inch diameter iron ductile water main (hereinafter called FACILITIES), at least 5 feet beneath the surface of the premises described in Schedule "A" attached hereto and made a part hereof, together with the right and privilege to thereafter maintain, use, repair, renew, remove and replace said FACILITIES under and subject to the covenants and conditions hereinafter provided.

1980 NOV 24 AM 11: 2
ALLEN COUNTY RECORDER

RECEIVED

8.50
c
0

#7168 - Betty

70-73-36 4.I.
12/10/80

SCHEDULE "A"

(PERMANENT EASEMENT)

ALL THAT STRIP OR PARCEL OF LAND 10 feet wide situate in the Township of Washington, County of Allen and State of Indiana, bounded and described according to a survey plat prepared by C. Duane Embury, P.E., L.S. dated June 6, 1980 , as follows viz.:

COMMENCING at the Southwest corner of the Southeast Quarter of Section 14, Township 31 North, Range 12 East; thence east on the south line of said section 14, a distance of 40 feet; thence north and parallel to the west line of said section 14, a distance of 40 feet to a point of beginning:

Thence north and parallel to the west line of said quarter section, a distance of 216.35 feet; thence northwesterly by deflection to the left of 45° 00, a distance of 39.60 feet; thence north and parallel to the west line of said quarter section, a distance of 165.05 feet; thence northeasterly by deflection to the right of 7° 00, a distance of 78.50 feet; thence northeasterly by deflection to the right of 33° 00' a distance of 42.67 feet, to a point located on the east right-of-way line of the Grantors property; thence south along the said east right-of-way line a distance of 15.56 feet; thence southwesterly by deflection to the right of 40° 00' a distance of 27.79 feet; thence southwesterly by deflection to the left of 33° 00' a distance of 74.93 feet; thence south and parallel to the west line of said quarter section, a distance of 160.29 feet; thence southeasterly by deflection to the left of 45° 00, a distance of 39.60 feet to a point located on the said east right-of-way line of the Grantors property; thence south along the said east right-of-way line, a distance of 220.49 feet; thence west and parallel to the south line of the said quarter section, a distance of 10 feet to the point of beginning.

CONTAINING 5,326.35 square feet, more or less.

IT IS SPECIFICALLY UNDERSTOOD AND AGREED this grant does not permit Grantee to install or construct upon the premises of Grantor any surface facilities whatsoever.

DULY ENTERED FOR TAXATION

NOV 14 1980

Gloria J. Gougleir

AUDITOR OF ALLEN COUNTY

EXCEPTING AND RESERVING, however, to Grantor all existing wire and pipe or duct line agreements, occupancies and licenses, if any, between Grantor and other parties, of record or not of record, that in any way encumber the premises, together with the right to convert said agreements, occupancies and licenses into permanent easements at any time, and convey such easements to the occupant without securing approval of the Grantee herein. Grantor specifically reserves and retains all rentals, fees and considerations resulting from such agreements, occupancies, licenses and easement conversions. Grantee agrees, at its sole cost and expense, to protect all such existing occupations during construction, maintenance, repair, renewal and removal of the FACILITIES.

EXCEPTING AND RESERVING, also to Grantor the right to cross the easement area with roadways, trails, wire lines, power transmission lines, pipelines and any other occupations that might be required on the surface, above the surface or under the surface of the easement right granted herein, together with the right to grant easements to others for such purposes without securing approval of Grantee herein.

BY THE EXECUTION and delivery of this instrument, Grantee accepts the following specific covenants, conditions and obligations pertinent to the easement parcel or parcels described in the preceding Schedule:

1. it will bear all cost and expense in connection with the construction, maintenance, repair, alteration, renewal and removal of said FACILITIES.

2. it will confine all construction, maintenance, repair and renewal work entirely to the limits of the permanent easement area conveyed.

3. it will, upon completion of the construction of FACILITIES backfill the easement area, and temporary easement areas if utilized, and compact and restore the premises to its original grade with at least four feet of cover.

4. it will at all times be obligated to promptly and properly maintain, repair and renew said FACILITIES and shall, upon notice in writing from Grantor, requiring it so to do, promptly make such FACILITY repairs and renewals as may be requested by Grantor.

5. it will comply with all Federal, State and local laws and ordinances, and assume all cost, expense and responsibility in connection therewith without any liability whatsoever on the part of the Grantor.

6. it will replace all ditches, water courses, tile drains and sewers interfered with in the laying, construction or maintenance of said FACILITIES to their former condition of usefulness, and in the event of the settling of the earth causing sewer or tile drains to settle, replace the same so as to put them in the same condition as they were at the time they were disturbed when laying, constructing or maintaining said FACILITIES.

7. it will at all times indemnify, protect and save harmless Grantor from any against any and all damages, costs, losses, detriments, suits, claims, demands and/or expenses resulting from any and all losses of life or damage or injury to persons or property occasioned by any act or omission in the construction, maintenance, alteration, repair, renewal, use, operation and removal of Grantee's FACILITIES which Grantor may directly or indirectly suffer or be subjected to, whether such damages, costs, losses, detriments, suits, claims, demands, and/or expenses be suffered or sustained by other persons, contractors, corporations, etc., including Grantee, its employees and agents, who may seek to hold Grantor liable therefor, and whether attributable to the fault, failure, negligence of Grantor or otherwise.

8. It will construct the FACILITIES as hereinbefore provided within two years from the date of this Grant, and if not constructed within said period of time, all right, title and interest of Grantee hereunder shall cease and terminate, and this grant shall thereupon become null and void.

9. If and when the FACILITIES covered hereby are removed or abandoned, and abandonment shall be determined to be cessation of use for a minimum period of 12 consecutive months, all right, title and interest of Grantee, its successors and assigns, hereunder shall cease and terminate, and this Grant shall thereupon become null and void, without any liability on the part of either party to the other party except as to liability accrued prior thereto; whereupon Grantee shall (a) remove its FACILITIES and appurtenances from the former easement areas and restore the property of Grantor to a condition satisfactory to Grantor, and (b) deliver to Grantor a full and complete release of this Grant of Easement in recordable form. If Grantee fails or refuses to remove its FACILITIES and appurtenances and deliver the required release within ninety (90) days after requested so to do by Grantor, Grantor shall have the right and privilege to remove said FACILITIES and appurtenances at the cost and expense of Grantee, which full cost and expense Grantee agrees to pay to Grantor within ten (10) days after receipt of a bill therefor, and upon completion of the removal of all FACILITIES and appurtenances from the easement areas by Grantor, said Grant of Easement shall terminate as fully and completely as though said easement had never been granted.

10. It will hold Grantor harmless from assessments, taxes or charges of any kind made against Grantor, or its property, by reason of the construction of said FACILITIES of Grantee, and if assessed, taxed or charged, Grantee agrees to pay to Grantor within ten (10) days after receipt of a bill therefor (a) the full amount of any assessments, taxes or charges of any kind levied, charged, assessed or imposed against Grantor, or its property, by reason of the construction of said FACILITIES of Grantee, and (b) 50% of the land assessment, taxes or charges levied, charged, assessed or imposed against Grantor.

TO HAVE AND TO HOLD the easement granted herein unto the Grantee, its successors and assigns for so long as Grantee complies with the covenants and conditions of this instrument.

THIS GRANT is executed, delivered and accepted upon the express covenants and conditions hereinbefore set forth, which covenants and conditions shall extend to and be binding upon the successors and assigns of Grantee with like effect as if they were in every case named and expressed, and wherever in this Grant reference is made to the Grantor hereto, same shall similarly be held to include and apply to the successors and assigns of said Grantor with like effect as if in every case so expressed. Grantor certifies under oath that no Indiana Gross Income Tax is due or payable in respect to this Grant.

SEALED AND DELIVERED
in the presence of us:

Deborah P. Mills

Paul B. Ken

Deborah P. Mills

Valerie A. Williams

Attest:
Sandra E. Kennedy
Sandra E. Kennedy, Clerk

THE PENN CENTRAL CORPORATION

By: Joseph J. Super
Director, Leased Property & Special Sales Joseph J. Super

Attest: G. C. Holpp
SENIOR ASSISTANT SECRETARY
G. C. Holpp

FORT WAYNE AND JACKSON RAILROAD COMPANY

By: G. C. Holpp
Title: G. C. Holpp VICE PRESIDENT

Attest: Thomas Torrence
ASSISTANT SECRETARY

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS

By: Mark L. Akers
Mark L. Akers, Chairman

Roberta Anderson Staten
Roberta Anderson Staten, Member

Herbert R. Gamache
Herbert R. Gamache, Member

JUN 12 1980

COMMONWEALTH OF PENNSYLVANIA)
) SS
COUNTY OF PHILAOELPHIA)

On this, the 1st day of October, A.D., 1980, before me, a Notary Public, in and for the Commonwealth and County aforesaid, the undersigned Officer, personally appeared JOSEPH J. SUPON, who acknowledged himself to be the Oirector, Lease Property & Special Sales of THE PENN CENTRAL CORPORATION, a corporation of said Commonwealth, and that he as such Director, Leased Property & Special Sales, being authorized to do so, executed the foregoing Indenture for the purposes therein contained by signing the name of the corporation by himself as Oirector, Leased Property & Special Sales.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Mildred C. Oruska
Notary Public

MILOREO C. ORUSKA
Notary Public, Phila., Phila. Co.
My Commission Expires May 26, 1984

COMMONWEALTH OF PENNSYLVANIA)
) SS
COUNTY OF PHILADELPHIA)

On this, the 1st day of October, A.D. 198D, before me, a Notary Public in and for the Commonwealth and County aforesaid, the undersigned officer, personally appeared Gunther C. Helpig who acknowledged himself to be the Vice President of the FORT WAYNE AND JACKSON RAILRAOD, a corporation of the State of Indiana, and that he as such being authorized to do so, executed the foregoing Indenture for the purposes therein contained by signing the name of the

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Mildred C. Oruska
Notary Public

MILOREO C. ORUSKA
Notary Public, Phila., Phila. Co.
My Commission Expires May 26, 1984

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this 12 day of June A.D. 19BO, personally appeared the within named Mark L. Akers, Roberta Anderson Staten, and Herbert R. Gamache, members of the Board of Public Works, City of Fort Wayne, Indiana; and Sandra E. Kennedy, Clerk of the Board of Public Works, City of Fort Wayne, Indiana, to me personally known, who being by me duly sworn said that they are respectively the Members and Clerk of the Board of Public Works of the City of Fort Wayne, Indiana, and that they signed said instrument on behalf of the CITY DF FORT WAYNE, INDIANA, with full authority so to do and acknowledged said instrument to be the voluntary act and deed of said CITY for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Anne J. Fox
Notary Public
ANNE J. FOX
Resident of Allen County, Ind.

My Commission Expires:
3-6-84

PREPARED BY Joseph Supon

THE PENN CENTRAL CORPORATION

CERTIFICATE OF AUTHORITY

I, Armond V. Martorelli the Assistant Secretary Secretary of The Penn Central Corporation HEREBY CERTIFY as follows:

(1) The sale by The Penn Central Corporation (Corporation) of the following described real estate:

Grant of Easement for a longitudinal water main occupation.

to the City of Fort Wayne
for a consideration of $7,500.00 has been duly authorized on behalf of the Corporation.

(2) Richard D. Jordan is Director, Property Sales Administration and Joseph J. Supon is Director of Leased Property and Special Sales, of this Corporation, and either of such officers is authorized to execute on behalf of the Corporation original agreements, contracts, deeds, leases, licenses, or other documents necessary or desirable to effectuate the foregoing sale.

(3) The authorizations described in the foregoing paragraphs (1) and (2) are in full force and effect.

WITNESS my hand and the corporate seal of said THE PENN CENTRAL CORPORATION, at Philadelphia, Pa. this 22 day of October, 1980.

Asst. Secretary

FORT WAYNE AND JACKSON RAILROAD COMPANY

BOARD OF DIRECTORS, Tuesday, September 23, 1980

RESOLVED that the grant by this Company to the City of Fort Wayne, or its nominee, for a consideration of $7,500 of a permanent subsurface easement in a parcel of land containing about 0.153 of an acre, more or less, for the longitudinal occupation by a water main of a portion of the abandoned Waterloo Branch right of way for a distance of about 670 feet, in the City of Fort Wayne, Allen County, Indiana, be and the same hereby is approved; and that the President or any Vice President be and he hereby is authorized to execute on behalf of this Company and under its corporate seal such documents and papers as may be necessary to effecutate the intent of this resolution.

I, A. V. MARTORELLI, Assistant Secretary of FORT WAYNE AND JACKSON RAILROAD COMPANY, HEREBY CERTIFY the foregoing to be a true and correct copy of resolution duly adopted by the Board of Directors of said Company, on Tuesday, the 23rd day of September, 1980, and that said resolution has not been amended or rescinded and still remains in full force and effect.

WITNESS my hand and the corporate seal of said FORT WAYNE AND JACKSON RAILROAD COMPANY, at Philadelphia, PA this 30th day of September, 1980.

A V Martorelli

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

engineering department

7th floor

December 5, 1980

Fort Wayne & Jackson Railroad Company
1700 Market Street
Philadelphia, PA 19103

Attention: Mr. Joseph J. Supon
Director of Leased Property
and Special Sales

Reference: Permanent Easement - Parcel of Land 10 feet wide situated in the Township of Washington, County of Allen, State of Indiana as described in Schedule "A".
Racquet Drive- B.O. 177-79 Contract No. 7920

Dear Mr. Supon:

As discussed with and requested by you, we are enclosing copy of the recorded Permanent Easement Agreement between the City of Fort Wayne, Penn Central Corporation and the Fort Wayne and Jackson Railroad Company to install an 8-inch water main on premises described in Schedule "A" of the Agreement.

If you should have any questions, please feel free to contact me - Phone (219) 423-7168.

Sincerely,

D. L. Foland

D. L. Foland, P.E.
Chief Water Engineer

DLF:bp

enclosure

cc: Board of Public Works/with original of recorded Agreement

BOARD OF PUBLIC WORKS
RECEIVED
DEC 0 5 1980

70-73-36 H.I. 12/10/80

AN EQUAL OPPORTUNITY EMPLOYER

64

70-73-35 H.I. 12/10/80

80-028347

RESOLUTION NO. 70-73-35

WHEREAS, the Board of Public Works has caused to be constructed the Kruge Place Addition, Savoie's Subdivision Sanitary sewer - Resolution No. 302, herein referred to as "Sewer," and

WHEREAS, the total cost of construction of said "Sewer" is represented to be $245,075.01, and

WHEREAS, said "Sewer" outfalls into the Waynedale Interceptor - Resolution No. 135, and

WHEREAS, said Waynedale Interceptor - Resolution No. 135 provides for an Area Connection Charge of $337.00 per acre for an area encompassing the benefitted area of said "Sewer," and

WHEREAS, the City of Fort Wayne has contributed $79,535.15 in oversizing costs for the construction of said "Sewer," and

WHEREAS, it is planned to extend the Lower Huntington Road Interceptor west to Smith Road, as shown on Exibit "B" at an estimated cost of $100,000.00,

NOW, THEREFORE, be it resolved by the Board of Public Works:

1. LOCAL CHARGE - a local tap-in charge of $0.115 per square foot shall be due and payable to the City of Fort Wayne at the time of tap-in for all tracts lying within 200 feet of the said "Sewer," as indicated by the crosshatched area within Exhibit "B", exclusive of all public rights-of-way. The specific local charges for all tracts affected are given in Exhibit "A."

2. AREA CHARGES - All property owners whose property line lies within the outlined area shown in Exhibit "B" desiring to use the Lower Huntington Road Interceptor whether by direct tap or by connection to a lateral or extension therefrom, shall be deemed benefitted by said Interceptor and shall therefore pay their pro-rate share of its construction cost, represented to be $207.00 per acre, due and payable to the City of Fort Wayne at the time of connection to the City's sanitary sewer system. All contracts for the construction of such laterals or extensions shall contain a provision requiring the payment of such charge. In the case of construction of a lateralor local sewer, the cost of which is assessed to the benefitted property owner, such charge shall be included in the assessment due under I.C. 19-2-7-19.

1980 DEC 15 AM 9:33
ALLEN COUNTY RECORDER
Virginia A. Young

DEC. 1 ENTERED FOR TAXATION
DEC 13 1980
Gloria J. Laughlin
AUDITOR OF ALLEN COUNTY

7061-Ken

7-50 cert

64

3. The above stated local and area charges are in addition to the established area connection charge of $337.00 per acre due for the Waynedale Interceptor.

4. Normal tap permit fees and monthly user charges shall be paid in addition to the above stated charges.

5. The Board of Public Works reserves the right to reduce or waive the charges established herein for special conditions.

6. Connection fees set forth above may be adjusted annually to reflect inflationary increases. Adjustments shall be equal to the increase of the Consumer's Price Index and published by the Department of Labor. However, under no circumstances shall the charges shown within Exhibit "A", attached hereto, be increased.

All connection charges shall be paid prior to the time of connection.

ADOPTED THIS 10th DAY OF December, 1980.

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Herbert Gamache, Member

ATTEST:

Clerk Sandra E. Kennedy

APPROVED AS TO FORM AND LEGALITY:

Associate City Attorney

Subscribed and sworn to before me, a Notary Public, in and for Allen County, State of Indiana, this 10th day of December, 1980.

Anne J. Fox
Notary Public
Resident of Allen County, Indiana

My Commission Expires:
3-6-84

This Instrument prepared by: C. Duane Embury, P.E.

EXHIBIT "A"

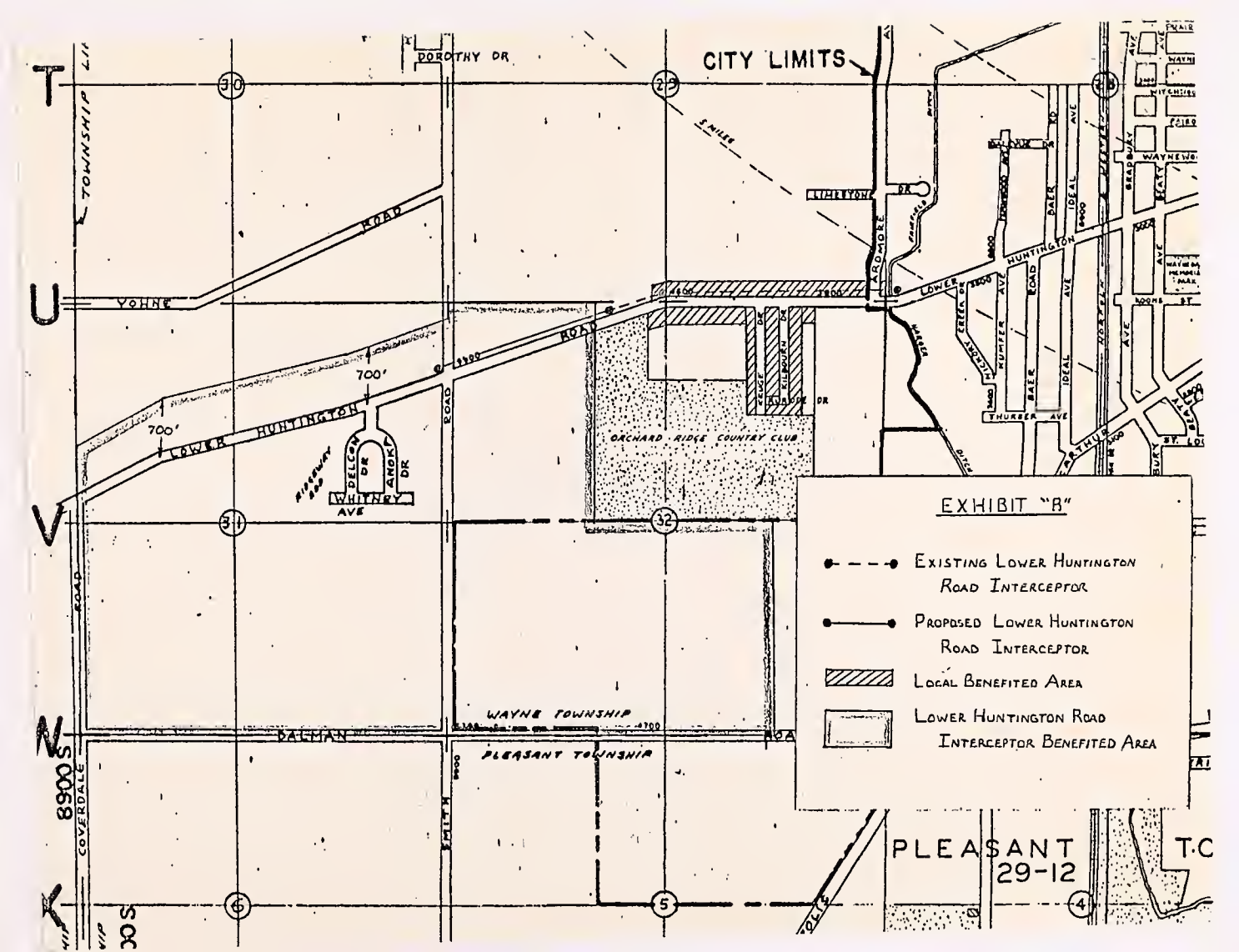
(1) NAME	(2) ADDRESS	(3) LOT	(4) DESCRIPTION	(5) BENEFITED AREA	(6) TOTAL AREA	(7) COST OF LOCAL IMPROVEMENT (0.115/sfx(5))	(8) AREA CHARGE (337/ac x(6))	(9) TOTAL COST (7)+(8)
Sanderson, R.L. and B.L.	4335 Lower Huntington	1	Kruge Place Addition	30,415sf	30,415sf	$ 3,497.73	$ 235.30	$ 3,733.03
Carsten, Robert W. and Anne K.A.	7426 Kruge Drive	2	Kruge Place Addiition	15,800	15,800	1,817.00	122.24	1,939.24
Burns, Thomas J. and L.M.	7436 Kruge Drive	3	Kruge Place Addition	15,800	15,800	1,817.00	122.24	1,939.24
Noll, Gary R.	7514 Kruge Drive	4	Kruge Place Addition	15,800	15,800	1,817.00	122.24	1,939.24
McConnel, R.C. and J.A.	7518 Kruge Drive	5	Kruge Place Addition	15,800	15,800	1,817.00	122.24	1,939.24
Adams, Kenneth E. and Dianna K.	7520 Kruge Drive	6	Kruge Place Addition	15,800	15,800	1,817.00	122.24	1,939.24
Hite, Ellis E. and Phyllis J.	7604 Kruge Drive	7	Kruge Place Addition	15,800	15,800	1,817.00	122.24	1,939.24
Rodenbeck, W.V. and A.C.	7614 Kruge Drive	8	Kruge Place Addition	15,800	15,800	1,817.00	122.24	1,939.24
Giese, T.M. and Somers K.	7624 Kruge Drive	9	Kruge Place Addition	15,800	15,800	1,817.00	122.24	1,939.24
Sexton, Campbell R. and J.	7634 Kruge Drive	10	Kruge Place Addition	15,800	15,800	1,817.00	122.24	1,939.24
Claycomb, F.M. and M.J.	7706 Kruge Drive	11	Kruge Place Addition	15,800	15,800	1,817.00	122.24	1,939.24
Minnick, Janeece	7726 Kruge Drive	12	Kruge Place Addition	15,800	15,800	1,817.00	122.24	1,939.24
Keith, Janet E.	4315 Lower Huntington	1	Savoie's Subdivision	28,324	28,324	3,257.26	219.13	3,476.39
Keith, Janet E.	4315 Lower Huntington	2	Savoie's Subdivision	14,600	14,600	1,679.00	112.95	1,791.95
Elder, Lynn R. and B.L.	7506 Kilbourn Drive	3	Savoie's Subdivision	14,600	14,600	1,679.00	112.95	1,791.95
Baumgartner, Blake and C.S.	7514 Kilbourn Drive	4	Savoie's Subdivision	14,600	14,600	1,679.00	112.95	1,791.95
Zumbraegel, K.G. and C.	7522 Kilbourn Drive	5	Savoie's Subdivision	14,600	14,600	1,679.00	112.95	1,791.95
Clare, Rich L. and M.L.	7530 Kilbourn Drive	6	Savoie's Subdivision	14,600	14,600	1,679.00	112.95	1,791.95
Aurbuch, Ness F. and I.E.	Pueblo Sereno Unit 74 8530 E. McKellips Road Scottsdale, AZ 85257	7	Savoie's Subdivision	14,600	14,600	1,679.00	112.95	1,791.95
Downing, Roger D. and N.L.	7618 Kilbourn Drive	8	Savoie's Subdivision	14,600	14,600	1,679.00	112.95	1,791.95
Imbody, James A. and R.R.	7620 Kilbourn Drive	9	Savoie's Subdivision	14,600	14,600	1,679.00	112.95	1,791.95
Fritz, Kenneth E. and S.M.	4312 Rurode Drive	10	Savoie's Subdivision	14,600	14,600	1,679.00	112.95	1,791.95
Rurode, Margaret C.	4315 Rurode Drive	11	Savoie's Subdivision	14,850	14,850	1,707.75	114.89	1,822.64
Rurode, Margaret C.	4315 Rurode Drive	12 W37'	Savoie's Subdivision	5,550	5,550	638.25	42.94	681.19
Frankenstein, B.J. and M.L.	4221 Rurode Drive	12 E62'	Savoie's Subdivision	9,300	9,300	1,069.50	71.95	1,141.45
Frankenstein, B.J. and ML.	4221 Rurode Drive	13	Savoie's Subdivision	14,850	14,850	1,707.75	114.89	1,822.64
Ellewanger, Bruce and C.S.	4211 Rurode Drive	14	Savoie's Subdivision	14,850	14,850	1,707.75	114.89	1,822.64
Sharkey, Edward H. and I.G.	RR#1,Ossian,IN 46777	15	Savoie's Subdivision	20,000	20,000	2,300.00	154.73	2,454.73
Geren, R.K. and Ann	7619 Kilbourn Drive	16	Savoie's Subdivision	20,000	20,000	2,300.00	154.73	2,454.73
Sillaman, A.D. and A.	7611 Kilbourn Drive	17	Savoie's Subdivision	20,000	20,000	2,300.00	154.73	2,454.73
Haiflich, Roger Lee and C.R.	7603 Kilbourn Drive	18	Savoie's Subdivision	20,000	20,000	2,300.00	154.73	2,454.73
Dalman, V.D. and A.E.	7529 Kilbourn Drive	19	Savoie's Subdivision	20,000	20,000	2,300.00	154.73	2,454.73
Mc Lain M.R. and E.M.	7521 Kilbourn Drive	20	Savoie's Subdivision	20,000	20,000	2,300.00	154.73	2,454.73
Eubank, R.C. and D.J.	7513 Kilbourn Drive	21	Savoie's Subdivision	20,000	20,000	2,300.00	154.73	2,454.73

EXHIBIT "A"

(1) NAME	(2) ADDRESS	(3) LOT	(4) DESCRIPTION	(5) BENEFITTED AREA	(6) TOTAL AREA	(7) COST OF LOCAL IMPROVEMENT (0.115/sf x (5))	(8) AREA CHARGE (337/ac x (6))	(9) TOTAL COST ((7) + (8))
Gerding, P.W. and B.L.	7505 Kilbourn Drive	22	Savioe'a Subdivision	23,200	23,200	2,668.00	179.43	2,847,48
Kinder,Steven T. and B.J.	4229 Lower Huntington	23	Savioe's Subdivision	18,000	25,020	2,070.00	193.57	2,263.57
Coffee, William J. and I.D.	4403 Lower Huntington	1	Orchard Ridge Cardens	18,400	44,362	2,116.00	343.20	2,459.20
Johnson, Wm. D. and Feba Ann	4411 Lower Hungington	2	Orchard Ridge Gardens	18,400	44,362	2,116.00	343.20	2,459.20
Hagan, J.R. and M.H.	4425 Lower Huntington	3	Orchard Ridge Gardens	18,400	44,362	2,116.00	343.20	2,459.20
Hagan, J.R. and M.H.	4425 Lower Huntington	4	Orchard Ridge Gardens	18,400	44,362	2,116.00	343.20	2,459.20
Bricker, W.G. and A.C.	R8 Lower Huntington	5	Orchard Ridge Gardens	18,400	44.362	2,116.00	343.20	2,459.20
Jackson, E.E. and T.M.	4505 Lower Huntington	6	Orchard Ridge Gardens	20,000	48,220	2,300.00	373.05	2,673.05
Hoham, Philip G. and E.D.	4515 Lower Huntington	7N286'	Orchard Ridge Gardens	20,000	28,600	2,300.00	221.26	2,521.26
Burry, John E. and Lou A	Lower Huntington Road	1	Grandview Place Add. Ex. N315.85' of W 105' and Ex. S467.13'	35,100	202,087	4,036.50	1,563.44	5,599.94
Dennis,Phyllis J. & Regenold	4111 Lower Huntington	1	Grandview Place Add. N315.84 of W105'	21,000	33,159	2,415.00	256.53	2,671.53
Kinder, Steven T and B.J.	4229 Lower Huntington	2	Grandview Place Add. N303' Of W 110' of E200'	30,580	30,580	3,516.70	236.58	3,753.28
Orchard Ridge Country Club	4521 Lower Huntington	6	Grandview Place Add.	40,444	40,444	4,651.06	312.89	4,963.95
Hoke, Homer E. and Helen J.	4024 Lower Huntington		S.500' of E250; of W 480' E½ SE¼ 29-30-12	49,993	118,886	5,749.20	919.75	6,668.95
May, Isabelle T.	P.O. Box 9055		6.234 A W of Ardmore N of Lwer. Hunt. SE¼ 29-30-12 Ex. road	117,560	245,581	13,519.40	1,899.93	15,419.33
Genth, Virgil and E.I.	2904 Waynewood		S 264' of W165' of W 330' of E½ SE¼ 29-30-12	32,962	39,480	3,790.63	305.44	4,096.07
Spy Run Development, Inc.	P.O. Box 9055		S200' of E46A W½ SE¼ 29-30-12, Ex #100'	114,963	114,963	13,220.75	889.41	14,110.16
Shaw, Raymond L. and I.R.	4208 Lower Huntington		E100' of S250' of E 46A W½ SE¼ 29-30-12	19,977	22,474	2,297.35	173.87	2,471.22
Schoenemann, Ruth L.	4526 Lower Huntington		N200 of S225' of W149.825' of S15.03A of W32.06 A Ex. SE1.03A SE¼ 29-30-12	29,965	29,965	3,445.98	231.82	3,677.80
Schoenemann, Ruth L.	4526 Lower Huntington		S15.03A of W32.06 A Ex. SE 1.03 A & EX. N 200' of S225'of W 149.825' SE¼ 29-30-12	39,955	571,033	4,594.82	4,417.77	9,012.59

EXHIBIT "A"

(1) NAME	(2) ADDRESS	(3) LOT	(4) DESCRIPTION	(5) BENEFITTED AREA	(6) TOTAL AREA	(7) COST OF LOCAL IMPROVEMENT (0.115/sf x(5))	(8) AREA CHARGE (337/ac x(6))	(9) TOTAL COST ((7) + (8))
Moyer, Ralph E. and Florence C.	4424 Lower Huntington		E100' of S225' of W 32.06A W½ SE¼ 29-30-12	19,977	19,977	2,297.35	154.55	2,451.90
Dalman, William A. and M.L.	4506 Lower Huntington		W100' of E200' of S225' of W32.06A SE¼ 29-30-12	19,977	19,977	2,297.35	154.55	2,451.90
Adams, James and Nancy T.	4110 Lower Huntington		E 5A of W10A SE¼ SE¼ 29-30-12	32,962	217,800	3,790.63	1,685.00	5,475.63
Schoenemann, Ruth L.	4526 Lower Huntington		E30A S½ SW¼ 29-30-12 and E 1.4 A N of Rd. NW ¼ 32-30-12	39,992	1,342,784	4,599.08	10,388.39	14,987.47
Orchard Ridge Country Club	4521 Lower Huntington		EPt. NW¼ S of Rd. and W Pt. S½ NE¼ 32-30-12	37,394	37,394	4,300.31	289.29	4,589.60
Portage Creek Camp Association	c/o Lester R. Maxwell 7616 Winchester Road		S1.07 A SE¼ 29-30-12 E. of Rd.	20,137	34,940	2,315.76	270.31	2,586.07
		TOTAL		1,439,477sf	4,031,713sf	$165,539.86	$31,191.17	$196,731.03


CITY LIMITS
DOROTHY DR
TOWNSHIP LINE
YOHNE ROAD
LOWER HUNTINGTON ROAD
700'
700'
DELCON DR
ANOKA DR
WHITNEY AVE
ORCHARD RIDGE COUNTRY CLUB
WAYNE TOWNSHIP
PLEASANT TOWNSHIP
DALHAN ROAD
COVERDALE ROAD
SMITH ROAD
8900 S
30 S
EXHIBIT "B"
EXISTING LOWER HUNTINGTON ROAD INTERCEPTOR
PROPOSED LOWER HUNTINGTON ROAD INTERCEPTOR
LOCAL BENEFITED AREA
LOWER HUNTINGTON ROAD INTERCEPTOR BENEFITED AREA
PLEASANT
29-12

64

RECEIVED
DEC 2 1980
Water Pollution Control Dept.
City-County Building
Ft. Wayne, Indiana

Memorandum

To BOARD OF PUBLIC WORKS Date 1 December 1980

From C. Duane Embury, P.E., CHIEF WPC Engineer

Subject KRUGE ADDITION - Savoie's Addition Sanitary Sewer Res. 301-80
Reimbursement Resolution

COPIES TO:

Attached is subject reimbursement resolution which was returned to this office for corrections requested by the City Attorney's office. This correction has been made and this document should be transmitted to the City Attorney for approval.

When this document has been fully executed, please return to this office for recording.

C Duane Embury

C. Duane Embury, P.E., CHIEF
Water Pollution Control Engineer

CDE/BS/ns

Attachment

BOARD OF PUBLIC WORKS
DEC 03 1980

Herewith is original for your recording and return for our file.
A. Fox
12/12/80

70-71-20 H.I.
12/10/80

RESOLUTION 70-71-20

WHEREAS, ZION LUTHERAN CHURCH, 2313 South Hanna Street, in the City of Fort Wayne, Allen County, have petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public alley in Fort Wayne, Allen County to-wit:

"The West One Hundred Sixty Five (165) feet of the first alley south of Creighton Avenue lying between Hanna Street and Weisser Park Avenue"

all inaccordance with the terms of Section 44, Chapter 174 of the Acts of 1947, of the General Assembly of the State of Indiana, as amended by Section 3 of Chapter 385 of the Acts of the General Assembly of the State of Indiana, Indiana Code Section 18-7-5-6-46; and,

WHEREAS, notice of such public hearing has been given by due and proper publication thereof;

WHEREAS, said vacation of public alley has been routed through the following departments: Street Engineering, Traffic Engineering, Water Engineering, Water Pollution Control Engineering, Electrical Engineering, Park Board and through the Public Utility Companies.

NOW THEREFORE, BE IT RESOLVED by the Fort Wayne Board of Public Works that the vacation of said public alley hereinbefore described conforms to the general policy and pattern of development set out in the Master Plan of the City of Fort Wayne, Indiana.

BE IT FURTHER RESOLVED by the Board of Public Works that the vacation of said public alley hereinbefore described be and the same is hereby approved subject to easements as required by all public utilities occupying and using said public alley or part thereof for the vacation and operation of its utility facilities shall not be deprived of said use on account of these proceedings unless any said utilities shall file a written consent to said vacation.

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

I, Mark L. Akers, Chairman of the Board of Public Works, do hereby certify that attached hereto is a full, true and correct copy of a resolution adopted by the Fort Wayne Board of Works at their meeting held December 10, 1980 and as same appears of record in the official records of said Board of Public Works.

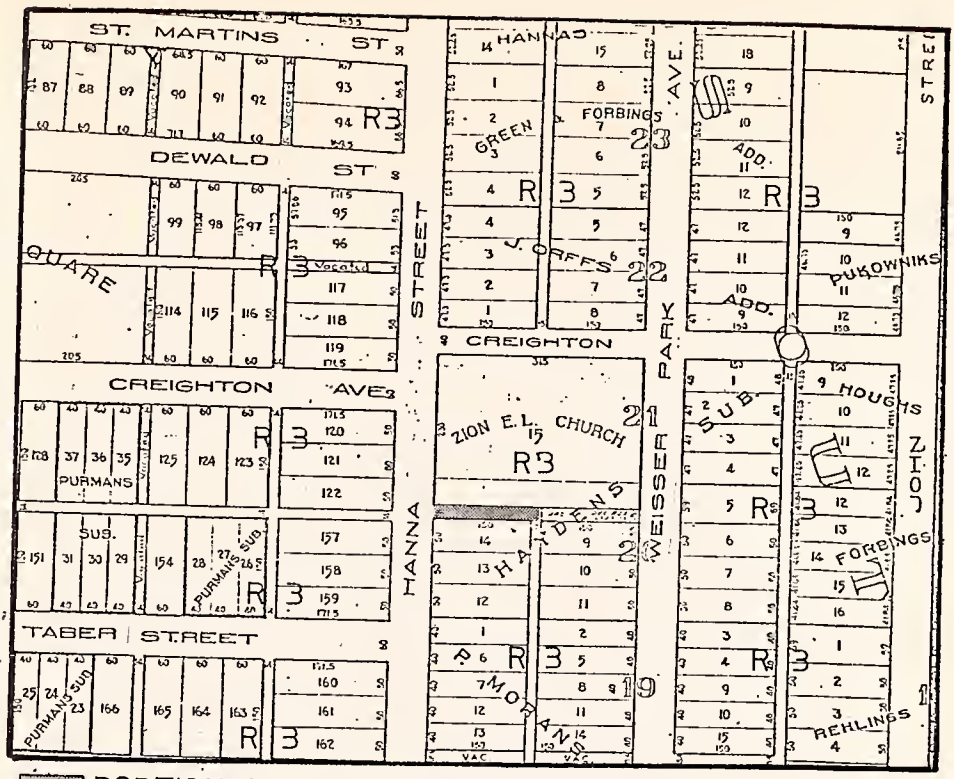
DATED THIS 10th DAY OF Dec. 1980

FORT WAYNE BOARD OF PUBLIC WORKS

Chairman

Member

Member



PORTION OF ALLEY TO BE VACATED

Map No. N-3

N

6-80-10-52

PREPARED BY RK

DATE 6-19-80

VACATION: Alley lying between Hanna Street & Weisser Park Avenue.

ENGINEERING COMMENTS:

1. Street Lighting - Dave Hiatt

   Ok to vacate.

2. W.P.C.E. - Phil Boller

   Easement required at east end of vacation to maintain manhole.

3. Park Department - Bob Arnold

   Ok to vacate.

4. Traffic Engineering - Walt Stout

   No objections.

5. Street Engineering - Max VanCamp

   1. Zion Luthern Church dedicate a 12' strip of land along the south side of Lot #12 in Hayden's Addition.

   2. Zion Luthern Church construct a 10' wide 7" depth concrete alley within the new dedicated right-of-way, and all construction costs shall be paid by Zion Lutheran Church.

6. Fort Wayne Cablevision - Steven Rhoades

   We require no easement here as stated on the signed enclosure.

7. I&M - Bill Blackburn - 422-3456

   Yes, we do require an easement for existing facilities. For the east 15' of the vacated alley.

8. NIPSCO - John Friedline

   No, we do not require an easement.

9. GT&E - Jim Haeger

   No, we do not require an easement.

A DEDICATION

We, Zion Lutheran Church, do hereby, in consideration of $1.00 and other good and valuable consideration, dedicate to the City of Fort Wayne and to the public for alley and utility purposes, the following described real estate, to wit:

The South 12 feet of the North 16-2/3 feet of Lot #12 Hayden's Subdivision as recorded in Book 101, Page 345, in the Office of the Recorder of Allen County.

The initial cost of the installation of said alley is to be borne by Zion Lutheran Church, any and all subsequent maintenance and/or repairs are to be borne by the City of Fort Wayne.

IN WITNESS WHEREOF, the said Zion Lutheran Church has hereunto set his hand and seal, this 6th day of June, 1980.

Paul J. Dolde - TRUSTEE

Michael J. Essinger - TRUSTEE

ACKNOWLEDGEMENT

STATE OF Indiana)
) SS:
COUNTY OF Allen)

Before me, the undersigned, a Notary Public, in and for said County and State, this 6th day of June, 1980, personally appeared the within named Paul Dolde & Michael Essinger Grantor in the above conveyance, and acknowledged the execution of the same to be his voluntary act and deed, for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto set my name and affixed my official seal.

My commission expires November 20th, 1983.

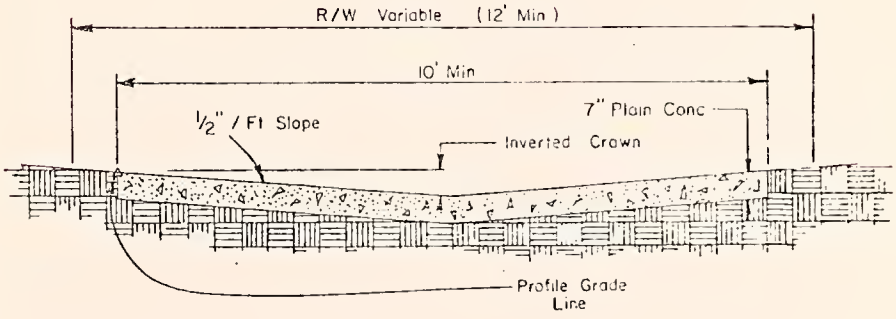
Sandra L. Schlemmer
Notary Public

Resident of Whitley County, Indiana

This instrument prepared by Harvey M. Woodring.

Grantor(s) certify under oath that no Indiana gross income tax is due or payable in respect to this transfer.

TYPICAL ALLEY SECTION



REVISIONS

1	G L B	2	G L B.				
	11-12-76		11-14-77				

G L B

S.E - 3

Form No. 8091

DISTRIBUTION EASEMENT
Indiv. & Corp.
Overhead & Underground

W.O. No. _____ Eas. No. _____ Map No. _____

THIS INDENTURE, made this 10th day of September, 1980.
between Zion Lutheran Church
whose address is 2313 S. Hanna, Fort Wayne, Indiana 46803
(hereinafter called "Grantor"), and INDIANA & MICHIGAN ELECTRIC COMPANY, an Indiana Corporation whose address is 2101 Spy Run Avenue, Fort Wayne, Indiana, (hereinafter called "Grantee").

WITNESSETH: That for One Dollar ($1.00) and other good and valuable considerations in hand paid, the receipt of which is hereby acknowledged, Grantor does hereby grant and convey to Grantee a right-of-way and easement for the construction, operation, use, maintenance, repair, renewal, and removal of a line or lines of overhead and underground facilities and equipment for the transmission of electrical energy, including the right to permit attachments of others to said facilities, in, on, along, under, over, across, and through the following described premises situated in Wayne Township, County of Allen, State of Indiana, and being a part of Section 12, Township 30 N, and Range 12 E, to-wit:

Part of an 18 foot alley to be vacated, said alley lying north of and adjacent to Lots #9 and #14 in Hayden's Sub., and further described as follows:

Beginning at the northwest corner of said Lot #9; thence north 18 feet to the north line of said alley; thence west along the south line of Lot #15 in said Hayden's Sub., 15 feet; thence south 18 feet to the northeast corner of said Lot #14; thence east 15 feet to the place of beginning.

TOGETHER with the right of ingress and egress to, from, and over said Premises, and also the right to cut or trim any trees and bushes which may endanger the safety or interfere with the construction and use of said power line.

Grantee shall promptly repair or replace all physical damages on the Premises proximately caused by the construction, operation and maintenance of Grantee's Facilities.

It is agreed that the foregoing is the entire contract between the parties hereto and that this written agreement is complete in all its terms and provisions and shall be binding on their respective representatives, heirs, successors, and assigns.

IN WITNESS WHEREOF, Grantor, if individual(s), has hereunto set his hand; and if corporation, has caused its corporate name and seal to be affixed by its duly authorized officers, the day first above written.

ZION LUTHERAN CHURCH

Signed, Sealed and Delivered in Presence of

William J. Bourg
PRESIDENT

Paul Sakowicz
BUSINESS MANAGER

70-71-19 H.I. 12/10/80

RESOLUTION NO. 70-71-19

WHEREAS, THE FORT WAYNE COMMUNITY SCHOOLS, has petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public alley in Fort Wayne, Allen County, to-wit:

An alley running south from Rose Lane which runs parallel to and west of Hoagland Avenue, said alley being between Lots 12 and 13, in Rose Land Addition, said alley to be vacated from Rose Lane South to the South line of Lot 8 of Burrow's Subdivision.

Also, that portion of the alley commencing at the southwest corner of Lot B in Burrow's Subdivision; thence East a distance of 24.5 feet; thence South a distance of 24.5 feet; thence South a distance of 25 feet to the Northwest corner of Lot 1 in F.B. Taylor's Subdivision; thence West a distance of 36.5 feet; thence North a distance of 25 feet; thence East a distance of 12 feet to the place of beginning.

all in accordance with the terms of Section 44, Chapter 174 of the Acts of 1947, of the General Assembly of the State of Indiana, as amended by Section 3 of Chapter 3B5 of the Acts of 1963 of the General Assembly of the State of Indiana, Indiana Code, Section 18-7-5-46.

WHEREAS, notice of such public hearing has been given by due and proper publication thereof;

WHEREAS, said vacation of public alley has been routed through the following departments: Street Engineering, Traffic Engineering, Water Engineering, Water Pollution Control Engineering, Electrical Engineering, Park Board and through the Public Utility Companies.

NOW THEREFORE, BE IT RESOLVED by the Fort Wayne Board of Public Works that the vacation of said public street hereinbefore described conforms to the general policy and pattern of development set out in the Master Plan of the City of Fort Wayne, Indiana.

BE IT FURTHER RESOLVED by the Board of Public Works that the vacation of said public alley hereinbefore described be and the same is hereby approved subject to easements as required by all public utilities occupying and using said public street or part thereof for the vacation and operation of its utility facilities shall not be deprived of said use on account of these proceedings unless any said utilities shall file a written consent to said vacation.

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

I, Mark L. Akers, Chairman of the Board of Public Works, do hereby certify that attached hereto is a full, true and correct copy of a resolution adopted by the Fort Wayne Board of Works at their meeting held December 10, 1980 and as same appears of record in the official records of said Board of Public Works.

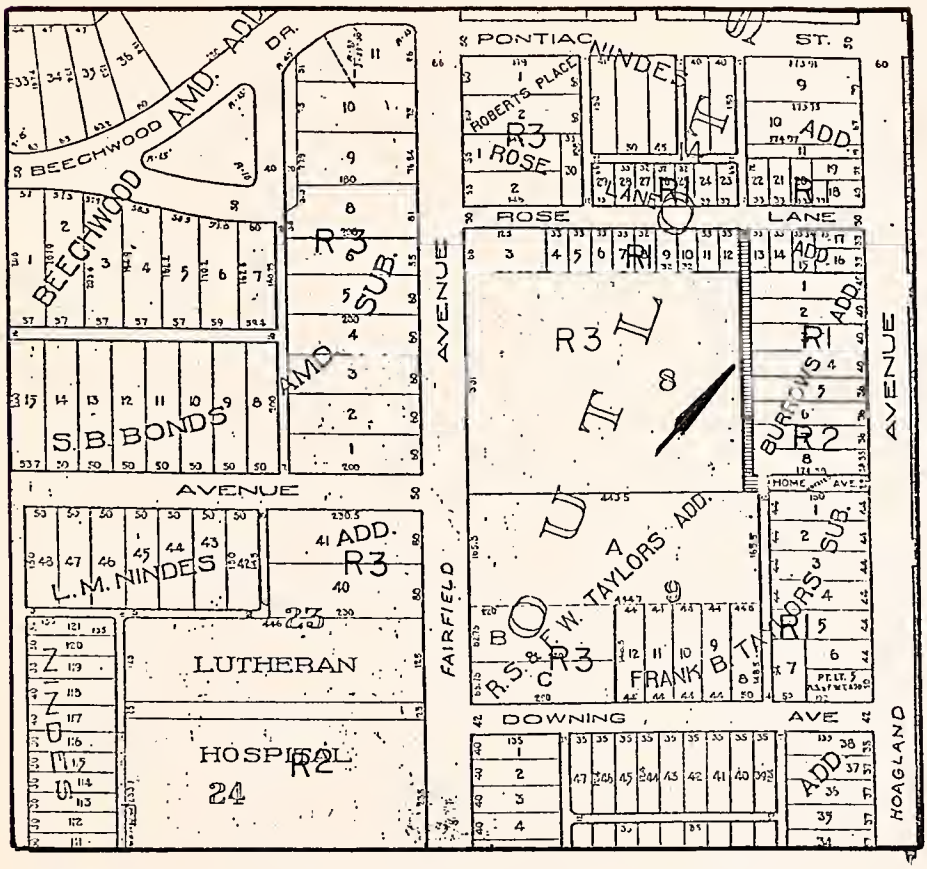
DATED THIS 10th DAY OF December 1980

FORT WAYNE BOARD OF PUBLIC WORKS

Mark Akers, Chairman

Roberta Anderson-Staten, Member

Herbert Gamache, Member



PORTION OF ALLEY TO BE VACATED

N

Map No. L-7

G-80-07-3C

PREPARED BY R.K.

DATE 9-17-79

ALLEY VACATION: Running South from Rose Lane

ENGINEERING COMMENTS:

1. Street Engineering - Ken Traylor

    1. Proposed vacation creates dead end alley.
    2. 3 or 4 garages are being used from the remaing alley south to Downing Avenue and it appears one property owner exits north to Rose Lane.
    3. Garbage is presently picked up from this alley.
    4. Need a turn around to resolve the above.

2. Traffic Engineering - Walt Stout

    Petitioners must show concurrance of property owners of Lot 1 thru 7 Frank Taylor's Sub. Vacation will establish dead end alley serving above lots effecting utility service and trash pick-up. Alternative would be easement east to Hoagland as part of parking lot for Fairfield Jr. High.

3. W.P.C.E. - Phil Boller

    Easement required for the North 66' of above described alley for WPCE.

4. Park Board - Bob Arnold

    OK to vacate.

5. Water Engineering - Don Foland

    No water facilities affected. No easement required.

6. Fort Wayne Cablevision - Steven Rhoades - 456-4511

    Yes, we do require an easement. For existing facilities.

    Remarks: Located on Existing Utility poles.

7. I&M - Bill Blackburn - 422-3456

    Yes, we do require an easement. For existing facilities.

    Remarks: I&M has a primary line and there is a leased primary in this alley.

8. GT&E - Jim Haeger - 423-8142

    Yes, we do require an easement. For existing facilities.

9. NIPSCO - John Friedline - 743-7511

    No, we do not require an easement.

SEE ATTACHMENTS

6

GRANT OF EASEMENT

Fort Wayne Community Schools, an Indiana School Corporation, in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the City of Fort Wayne, Indiana, Fort Wayne Cablevision, Inc., Indiana & Michigan Electric Company, and General Telephone Company, an easement for utility lines, pipes, wires, and other necessary facilities, in, over, upon and across the following-described real estate of the Grantor in the City of Fort Wayne, Allen County, Indiana:

1980 OCT 31 AM 11: 01
ALLEN COUNTY RECORDER
Virginia A. Gleason

An Alley running south from Rose Lane which runs parallel to and west of Hoagland Avenue, said alley being between Lots 12 and 13, in Rose Lane Addition, said alley to be vacated from Rose Lane South to the South line of Lot 8 of Burrow's Subdivision.

Also, that portion of the alley commencing at the Southwest corner of Lot 8 in Burrow's Subdivision; thence East a distance of 24.5 feet; thence South a distance of 25 feet to the Northwest corner of Lot 1 in F. B. Taylor's Subdivision; thence West a distance of 36.5 feet; thence North a distance of 25 feet; thence East a distance of 12 feet to the place of beginning.

IN WITNESS WHEREOF, the Grantor has executed this instrument on the 24th day of October, 1980.

FORT WAYNE COMMUNITY SCHOOLS,
an Indiana School Corporation

By William C. Anthis
William C. Anthis
Superintendent of Schools

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public for this county and state, personally appeared William C. Anthis, known to me to be the Superintendent of Schools of the Fort Wayne Community Schools, an Indiana School Corporation, and acknowledged his execution of this instrument by due and regular corporate authority as the free act and deed of said corporation.

E. Jean Brumbaugh
Notary Public E. JEAN BRUMBAUGH

My Commission Expires:

12-26-81

My County of Residence:

Allen

DULY ENTERED FOR TAXATION
OCT 31 1980
Gloria J. Gorglein
AUDITOR OF ALLEN COUNTY

This instrument prepared by Wayne L. Witmer, Attorney at Law.

66

GRANT OF EASEMENT

Fort Wayne Community Schools, an Indiana School Corporation, in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the City of Fort Wayne, Indiana, an easement for engress and egress in, over, upon and across the following described real estate of the Grantor in the City of Fort Wayne, Allen County, Indiana:

> Commencing at the intersection of the north line of Lot 1, F.B. Taylor Subdivision, thence northerly along the westerly line of Hoagland Avenue, a distance of 32 feet, to the place of beginning; thence west 164 feet; thence south 14 feet; thence east 164 feet; thence north along the westerly line of Hoagland Avenue, 14 feet to the place of beginning.

IN WITNESS WHEREOF, the Grantor has executed this instrument on the 27th day of March, 1980.

1980 OCT 31 AM 11:00
ALLEN COUNTY RECORDER
Virginia A. Young

FORT WAYNE COMMUNITY SCHOOLS,
an Indiana School Corporation

By Lester L. Grile
LESTER L. GRILE
Superintendent of Schools

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN

Before me, a notary public for this county and state, personally appeared Lester L. Grile, known to me to be the Superintendent of Schools of the Fort Wayne Community Schools, an Indiana School Corporation, and acknowledged his execution of this instrument by due and regular corporate authority as the free act and deed of said corporation.

E. Jean Brumbaugh
Notary Public - E. Jean Brumbaugh

My Commission Expires:

12-26-81

My County of Residence:

Allen

DULY ENTERED FOR TAXATION
OCT 31 1980
Gloria J. Goeglein
AUDITOR OF ALLEN COUNTY

This Instrument Prepared by Wayne L. Witmer, Attorney at Law

Council 12/9/80

70-62-30 H.I

12/3/80

Rat. 11-23-80

S-164-80

AGREEMENT BETWEEN OWNER AND CONSULTANT

AGREEMENT made this 24th day of November in the year of Nineteen Hundred and Eighty BTWEEN THE OWNER, CITY OF FORT WAYNE, INDIANA, City-County Building, One Main Street, Fort Wayne, Indiana 46802, and THE CONSULTANT, CARL WALKER & ASSOCIATES, INC., 2121 Hudson Avenue, Kalamazoo, Michigan 49008, FOR THE FOLLOWING PROJECT:

Architectural design, planning and engineering for Civic Center Phase II Parking Garage to be located in Block III of the Fort Wayne Redevelopment Commission's Civic Center Renewal Project, said parking garage Project having a fixed limit of Project Cost of Three Million Eight Hundred Thousand Dollars ($3,800,000.00) and a fixed limit of Construction Cost of Three Million Five Hundred Thousand Dollars ($3,500,000.00).

THE OWNER AND CONSULTANT AGREE AS SET FORTH BELOW:

ARTICLE I

CONSULTANT'S SERVICES AND RESPONSIBILITIES

It is agreed and understood by the parties to this Agreement that the Consultant shall consult and act with Gibson/Tourney/Kim, Inc., 519 Tennessee Avenue, Fort Wayne, Indiana 46805 (hereinafter referred to as "Architect") in rendering services pursuant to a certain Agreement between Owner and Architect, dated November 24, 1980, in connection with architectual design, planning, and engineering of the Project.

It is further agreed that Consultant shall have a major role

in developing the programming/schematic design phase of the Project. Consultant's specific services and responsibilities with regard to the programming/schematic design phase shall be set out more fully in a separate written Agreement between Consultant and Architect; however it is agreed that Consultant shall be on site and available to Owner during said phase.

ARTICLE 2

~~ARCHITECT'S~~ CONSULTANT'S INSURANCE AND INDEMNITY

~~Architect and~~ Consultant agrees to carry and to pay the cost of a broad policy of errors and omissions insurance coverage, including but not limited to, contractural liability (hold harmless) coverage, with per claim limit of liability totaling no less than Two Million ~~Five Hundred Thousand~~ Dollars (2,000,000.00) ~~($2,500,000.00)~~ and with deductible per claim limit of no more than ~~Fifty~~ One Hundred Thousand Dollars ($100,000.00) ~~($50,000.00)~~ on any policy, which policy or policies shall cover ~~Architect's and~~ Consultant's obligations to Owner hereunder. Such policy or policies shall be satisfactory to Owner and shall be issuable by a company satisfactory to Owner, and shall not be cancellable until thirty (30) days after written notice of cancellation is given by the carrier to the Owner. A copy of the complete policy or policies and a certificate evidencing such policy or policies shall be furnished to Owner within twenty (20) days from the date of execution of this Agreement.

ARTICLE 3

MISCELLANEOUS PROVISIONS

3.1 This Agreement shall be governed by the laws of the State of Indiana.

3.2 The terms in this Agreement shall have the same meaning

as those in AIA Document 201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

3.3 As between the parties to this Agreement: as to all acts or failures to act by any party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the relevant Date of Substantial Completion of the Work, and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of issuance of the final Certificate for Payment.

ARTICLE 4

SUCCESSORS AND ASSIGNS

4.1 The Owner and Consultant respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor Consultant shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

ARTICLE 5

EXTENT OF AGREEMENT

5.1 This Agreement represents the entire and integrated agreement between the Owner and Consultant and supersedes all prior negotiations, representations or greements, either written or oral. This Agreement may be amended only by written instrument signed by Owner and Consultant.

ARTICLE 6

BASIS OF COMPENSATION

It is agreed that compensation of Consultant shall be borne solely by Architect as it has been included in Owner's compensation of the Architect. Consultant will, however, be responsible to the Owner for its services rendered pursuant to this Agreement and to Consultant's Agreement with Architect, and will fully attend to all requirements for the Project pertaining to the operations system and analysis.

ARTICLE 7

OTHER CONDITIONS OR SERVICES

Personnel Assignment:

A. The following personnel assignment shall be maintained throughout the term of this Agreement: E. James Ebert, PE, shall serve as Associate Engineer for said Project.

B. Direct Personnel Expese: The parties agree that Direct Personnel Expense for principals and employees shall be at the rates set out in Paragraph 14.3 of the Agreement between Owner and Architect, and incorporated herein by reference.

C. Contingency of Agreement: It is understood and agreed by the parties that this Agreement is contingent upon approval of Fort Wayne Common Council and upon receipt by Owner of an EDA Grant in the amount of One Million Eight Hundred Thousand Dollars ($1,800,000.00) for financing of the Project.

In the event said approval and/or said Grant is not received by Owner, this Agreement shall not take effect, and no compensation shall be owing by Owner to Architect and/or any of Architect's consultants for services performed or expenses incurred with respect to the Project.

Signed By:

CITY OF FORT WAYNE

By: _____
Win Moses, Jr., Mayor

ATTEST:

By: Lincoln S Schrock

CARL WALKER & ASSOCIATES, INC.

By: E. James Ebert

its Vice-President

ATTEST:

By: _____

its ACTING DIRECTOR
REDEVELOPMENT COMMISSION

68

Ord. 12/9/80

70-62-29 H.I. 12/3/80

Ref. 11-23-80

S-164-80

AGREEMENT BETWEEN OWNER AND ARCHITECT

AGREEMENT made this 24th day of November in the year of Nineteen Hundred and Eighty BETWEEN THE OWNER, CITY OF FORT WAYNE, INDIANA, City-County Building, One Main Street, Fort Wayne, Indiana 46802, and THE ARCHITECT, GIBSON/TOURNEY/KIM, INC., 519 Tennessee Avenue, Fort Wayne, Indiana 46815, FOR THE FOLLOWING PROJECT:

Architectural design, planning and engineering for Civic Center Phase II Parking Garage to be located in Block III of the Fort Wayne Redevelopment Commission's Civic Center Renewal Project, said parking garage Project having a fixed limit of Project Cost of Three Million Eight Hundred Thousand Dollars ($3,800,000.00) and a fixed limit of Construction Cost of Three Million Five Hundred Thousand Dollars ($3,500,000.00).

THE OWNER AND ARCHITECT AGREE AS SET FORTH BELOW:

ARTICLE I

ARCHITECT'S SERVICES AND RESPONSIBILITIES

BASIC SERVICES

The Architect's Basic Services consist of the five phases described in Paragraphs 1.1 through 1.5 and include normal structural, mechanical and electrical engineering services and any other services included in Article 16 as part of Basic Services.

1.1 SCHEMATIC DESIGN PHASE

1.1.1 It is agreed and understood by the parties to this Agreement that the Architect shall review the program furnished by the Owner to ascertain the requirements of the Civic Center Phase II Parking Garage Project and shall review the understanding of such requirements with the Owner. The Architect shall develop data by meeting with principal users of the garage facility, adjacent property owners and designers of other related downtown projects (i.e. Radisson Hotel, Civic Center Complex, Semi-Mall, Conservatory and Retail) and shall review said data with the Owners.

1.1.2 The Architect will develop and evaluate vehicular traffic and pedestrian traffic data pertinent to the Project and related and adjacent uses, and review said data with the Owner. The Architect will analyze the terms of an Agreement with the developers of the Radisson Hotel, and evaluate the same in connection with the garage Project and will coordinate its plan and design with and in response to the terms of said Agreement.

1.1.3 The Architect, at the direction of the Owner, will confer with the developers of the Radisson Hotel and their Architect for the purpose of coordinating the design and use of the garage, the Radisson Hotel, and the Civic Center Phase I parking garage.

1.1.4 The Architect will develop and evaluate energy-conservation data pertinent to the Project and related and adjacent uses, and will review said data with the Owner, for the purpose of incorporating energy conservation features into its plan and design.

1.1.5 The Architect will analyze the terms of an Agreement between Owner and the Economic Development Agency (EDA) and will coordinate its plan and design in accordance with the intent of said Agreement.

1.1.6 The Architect shall provide a preliminary evaluation of the program based upon its findings and data and provide a Project Budget in terms of said program, subject to the limitations set forth in 3.2.1.

1.1.7 The Architect will provide a schedule for the Project which shall be reviewed with the Owner.

1.1.8 The Architect shall review with the Owner alternative approaches to the design and construction of the Project (a garage accommodating approximately 600 cars), including approaches incorporating energy-conservation features to the greatest extent possible, within the confines of the budget limitations set forth in 3.2.2.

1.1.9 The Architect will develop preliminary alternate plans for 9,000 square feet of retail shop and tourist information center space along the Calhoun Street frontage of the parking garage.

1.1.10 Based upon a mutually agreed-upon program for the garage which shall include the design and planning of vehicular and pedestrian traffic flow, parking layouts, operational methods and management, construction budget, equipment, aesthetics, energy conservation, security, maintenance, and design alternatives, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of project components.

1.1.11 The Architect shall submit to the Owner a Statement of Probable Construction Cost based on current area, volume or other unit costs.

1.2 DESIGN DEVELOPMENT PHASE

1.2.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program or Project budget,

the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to architectural, structural, mechanical and electrical systems, materials, energy conservation features and such other elements as have been enumerated in the Schematic Design Program.

1.2.2 The Architect will design any sewage treatment facility so that a certificate can be obtained from the Environmental Protection Agency (EPA) as required by Section 106 of the Public Works and Economic Development Act of 1965.

1.2.3 The Architect will design the Project to conform to all Federal, State and local standards regarding air and water pollution.

1.2.4 The Architect will design the Project to provide access by the handicapped to facilities to be used by the public, in accordance with Public Law 90-480, as amended, 42 USC 4151-4156, and any applicable state and local standards relating to such access.

1.2.5 The Architect shall submit to the Owner a further Statement of Probable Construction Cost.

1.3 CONSTRUCTION DOCUMENTS PHASE

1.3.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project, the Architect shall prepare, for approval by the Owner and by the Economic Development Administration (EDA), Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

1.3.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and the Contractor. It is understood by the Architect that the Board of Works of the City of Fort Wayne shall be acting with and on behalf

of the Owner during the Construction Documents phase and bidding and negotiation phase and Construction phase of the Project. It is understood by the Architect that this will in no way alter or affect its primary responsibility and direct relationship to the Owner; however, the Architect acknowledges and agrees to work with personnel of the Fort Wayne Board of Works throughout the remaining phases of the Project.

1.3.3 The Architect shall incorporate into the Construction Documents a designation of all of the different types of construction which will be used for the Project, such as Building, Heavy, or Highway, in accordance with all local and state laws and practices. For this purpose either the plans, the specifications, or both shall clearly delineate where each type stops and another starts.

1.3.4 The Architect shall advise the Owner of any adjustments to previous Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.

1.3.5 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

1.3.6 All forms for instructions to bidders, general conditions, contracts, bid bond, performance bond, and payment bond shall be approved by the EDA.

1.3.7 The Architect agrees that all negotiated Contracts (except those of $10,000 or less) awarded by Owner shall include a provision to the effect that Owner, the Controller General or the United States, or any of their duly authorized representatives, shall have access to any documents of the Contractor which are directly pertinent to the specific grant program involved in the Project, for the purpose of

making an audit, examination, excerpts, and transcriptions.

1.4 BIDDING OR NEGOTIATION PHASE

1.4.1 The Architect, following the Owner's and the EDA's approval of the Construction Documents and of the Owner's approval of the latest Statement of Probable Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals, and assist in awarding and preparing contracts for construction, by attending bid openings, preparing and submitting tabulations of bids, making recommendations as to contract awards, reviewing proof of bidders qualifications, and recommending approval or disapproval thereof.

1.4.2 All contract documents shall be subject to EDA approval.

1.5 CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT

1.5.1 The Construction Phase will commence with the award of the Construction Contract and will terminate when the final Certificate for Payment is issued to the Owner, and the Owner has made final payment to the Contractors.

1.5.2 Unless otherwise provided in this Agreement and incorporated in the Contract Documents, the Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

1.5.3 The Architect shall be a representative of the Owner during the Construction Phase, and shall advise and consult with the Owner. Instructions to the Contractor shall be forwarded through the Architect. The Architect shall have authority to act on behalf of the Owner only to the extent provided in the Contract Documents unless otherwise modified by written instrument in accordance with Subparagraph 1.5.17.

1.5.4 The Architect shall make periodic visits to the site to familiarize himself with the progress and quality of the Work and shall conduct periodic on-site job meetings to ascertain if the Work is proceeding in compliance with plans, specifications and the Contract Documents. The Architect shall further make specific recommendations to the Owner to effect a resolution of any problems insofar as coordination and prosecution of the Work are concerned. On the basis of his observations, the Architect shall keep the Owner informed of the progress and quality of the Work by submitting a report not less frequently than quarterly to the Owner covering the general progress of the Work and describing any problems or factors leading to delay, and shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.

1.5.5 The Architect shall also select, employ and direct one or more Project Representative(s) to provide more extensive representation at the site and to serve as the project inspector(s). Through the observations by such Project Representatives, the Architect shall provide further protection for the Owner against defects and deficiencies in the Work; ~~the duties, responsibilities and limitations of authority of such Project Representative(s) are set forth in Exhibit A, attached to this Agreement.~~ The Architect shall be responsible for any damages arising from negligence or omissions in the performance of the Project Representative(s).

1.5.6 The Architect shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work. The Architect shall have the responsibility of working with and coordinating the Work of the various contractors to insure that the Work is performed in an efficient and orderly sequence. The Architect shall further have the responsibility of

working with and coordinating the Work on the garage, to coordinate with and be compatible with the connection of the parking facility to the Radisson Hotel. The Architect shall be responsible for any damages arising from defects in design, but shall not be responsible for the acts or omissions of the contractors, subcontractors or any other persons performing any of the Work.

1.5.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

1.5.8 The Architect shall determine the amounts owing to the Contractor based on observations at the site and on evaluations of the Contractor's Applications for Payment, and shall issue Certificates for Payment in such amounts, as provided in the Contract Documents.

1.5.9 The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner, based on the Architect's observations at the site as provided in Subparagraph 1.5.4 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated; that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has made any examination

to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.

1.5.10 The Architect shall be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by both the Owner and Contractor. The Architect shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the Owner or the Contractor, and shall render written decisions, within a reasonable time, on all claims, disputes and other matters in question between the Owner and Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.

1.5.11 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written or graphic form. In the capacity of interpreter and judge, the Architect shall endeavor to secure faithful performance by both the Owner and the Contractor, shall not show partiality to either, and shall not be liable for the result of any interpretation or decision rendered in good faith in such capacity.

1.5.12 The Architect's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents. The Architect's decisions on any other claims, disputes or other matters, including those in question between the Owner and the Contractor, shall be subject to arbitration as provided in this Agreement and in the Contract Documents.

1.5.13 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in the Architect's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, the Architect will have authority to require special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or

not such Work be then fabricated, installed or completed.

1.5.14 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

1.5.15 The Architect shall prepare Change Orders for the Owner's approval and execution in accordance with the Contract Documents, and shall have the authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

1.5.16 The Architect shall conduct inspections to determine the Dates of Substantial Completion and final completion, shall receive and forward to the Owner for the Owner's review written warranties and related docuements required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment. The Architect shall assure that a ten percent (10%) retainage is withheld from all payments on construction contracts until final acceptance by the Owner and approval by the EDA Regional Office.

1.5.17 The Architect shall prepare sepia "as-built" drawings after completion of the Project. Reproducible originals shall be furnished to Owner within sixty (60) days after final completion of construction and performance of the final inspection.

1.5.18 The Architect will comply with all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of

Subtitle 15 of the Code of Federal Regulations) issued pursuant to the Civil Rights Act of 1964, in regard to nondiscrimination in employment because of race, religion, color, sex or national origin.

1.5.19 The extent of the duties, responsibilities and limitations of authority of the Architect as the Owner's representative during construction shall not be modified or extended without written consent of the Owner, the Contractor and the Architect.

1.6 ADDITIONAL SERVICES

The following Services are not included in Basic Services. They shall be provided if authorized or confirmed in writing by the Owner, and they shall be paid for by the Owner as provided in Article 5 of this Agreement, in addition to the compensation for Basic Services.

1.6.1. Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work, when such cause for replacement is due to cause not within the control of the Architect.

1.6.2 Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

1.6.3 Providing services after issuance to the Owner of the final Certificate for Payment.

1.6.4 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

1.7 TIME

1.7.1 The Architect shall perform Basic and Additional Services

as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the Owner, the Architect shall submit for the Owner's approval, a schedule for performance of the Architect's services which shall be adjusted as required as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and approval of submissions and for approvals of authorities having jurisdiction over the Project. This schedule, when approved by Owner, shall not be adjusted or, except for reasonable cause, be exceeded by the Architect, without the prior written consent of the owner.

1.7.2 The Architect shall perform services in connection with the Schematic Design, Design Development, Construction Documents and Bidding or Negotiation Phase according to the following timetable:

SCHEDULE: After approval by EDA of Grant to Owner, Architect shall:

(a) Complete preliminary plans and associated cost estimates within 21 days;

(b) Complete final plans, specifications, and cost estimates within 90 days;

(c) Obtain required State and local approvals and permits within 30 days; and

(d) Complete proposed contract documents in a form sufficient for soliciting bids for construction of this Project within 10 days.

ARTICLE 2

THE OWNER'S RESPONSIBILITIES

2.1 The Owner, working with the Architect, pursuant to Section 1.1.1, shall develop full information regarding requirements for the Project including a program, which shall set forth the Owner's design objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, special equipment and systems and site requirements.

2.2 If the Owner provides a budget for the Project it shall include contingencies for bidding, changes in the Work during construction, and other costs which are the responsibility of the Owner.

2.3 The Owner shall designate, when necessary, a representative authorized to act in the Owner's behalf with respect to the Project. The Owner or such authorized representative shall examine the documents submitted by the Architect and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect's services.

2.4 The Owner shall furnish a legal description and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths. The Architect shall examine the information provided by the Owner as to its adequacy for the proposed Project, and shall notify Owner of any additional requirements or revisions which are required for the Project.

2.5 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including such auditing services as the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor uses the moneys paid by or on behalf of the Owner.

2.6 The services, information, and reports required by Paragraphs 2.4 and 2.5 shall be furnished at the Owner's expense, and shall be examined, approved and confirmed by the Architect as to the adequacy for the proposed Project.

2.7 If the Owner observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the Owner to the Architect.

2.8 The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Architect's services and of the Work.

2.9 The Owner shall be responsible for furnishing to the EDA one set of copies of "as-built" drawings prepared by the Architect upon completion of the Project.

ARTICLE 3

CONSTRUCTION COST

3.1 DEFINITION

3.1.1 The Construction Cost shall be the total cost to the Owner of all elements of the Project designed or specified by the Architect.

3.1.2 The Construction Cost shall include at current market rates, including a reasonable allowance for overhead and profit, the cost of labor and materials furnished by the Owner and any equipment which has been designed, specified, selected or specially provided for by the Architect.

3.1.3 Construction Cost does not include the compensation of the Architect and the Architect's consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the Owner as provided in Article 2.

3.2 RESPONSIBILITY FOR CONSTRUCTION COST

3.2.1 Evaluations of the Owner's Project budget, Statements of Probable Construction Cost and Detailed Estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor

the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Project budget proposed, established or approved by the Owner, or from any Statement of Probable Construction Cost or estimate or evaluation prepared by the Architect.

3.2.2 In view of the fact that a fixed limit of Three Million Five Hundred Thousand Dollars ($3,500,000.00) has been established for the Construction Cost, the Architect shall be permitted to include deductive alternatives and contingencies for design, bidding and price escalation, to determine what materials, equipment and component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit.

3.2.3 If a Project budget or fixed limit of Construction Cost is exceeded by the lowest bona fide bid or negotiated proposal less deductive alternatives, the Owner shall (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or renegotiating of the Project within a reasonable time, (3) if the Project is abandoned, terminate in accordance with Paragraph 10.2, or (4) cooperate in revising the Project scope and quality as required to reduce the Construction Cost. In the case of (4), as a result of a fixed limit of Construction Cost having been established as a condition of this Agreement, the Architect, without additional charge, shall modify the Drawings and Specification as necessary to comply with the fixed limit.

ARTICLE 4

REIMBURSABLE EXPENSES

5.1 Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Architect and the Architect's employees and consultants in the interest of the Project for the expenses listed in the following Subparagraph:

4.1.1 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

ARTICLE 5

PAYMENTS TO THE ARCHITECT

5.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES

5.1.1 Payments to the Architect for Basic Services shall be made monthly and shall be in proportion to services performed within each phase of services, on the basis set forth in Article 14.

5.2 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICE

5.2.1 Payments on account of the Architect's Additional Services as defined in 1.6 and for Reimbursable Expenses as defined in Article 4 shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

5.3 PAYMENTS WITHHELD

5.3.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect is legally liable.

5.4 PROJECT SUSPENSION OR TERMINATION

5.4.1 If the Project is suspended or abandoned in whole or in part for more than three months, the Architect shall be compensated for all services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable

Expenses then due.

ARTICLE 6

ARCHITECT'S ACCOUNTING RECORDS

6.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services shall be kept on the basis of generally accepted accounting principles and shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 7

OWNERSHIP AND USE OF DOCUMENTS

7.1 Drawings and Specifications as instruments of service are and shall remain the property of the Owner. The Owner shall not use the Drawings or Specifications on other projects or for completion of this Project by others provided the Architect is not in default under this Agreement.

7.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's rights.

ARTICLE 8

ARBITRATION

8.1 All claims, disputes and other matters in question between the parties to this Agreement or the breach thereof, may, upon mutual consent of all parties be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining. No arbitration, arising out of or relating to this Agreement, shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the Architect, the Owner,

and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Agreement shall be specifically enforceable under the prevailing arbitration law.

8.2 Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

8.3 The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 9

TERMINATION OF AGREEMENT

9.1 This Agreement may be terminated by either party upon seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

9.2 This Agreement may be terminated by the Owner upon at least seven (7) days' written notice to the Architect in the event that the Project is permanently abandoned.

9.3 In the event of termination not the fault of the Architect, the Architect shall be compensated for all services performed to the termination date, together with Reimbursable Expenses then due.

ARTICLE 10

ARCHITECT'S-CONSULTANT'S INSURANCE AND INDEMNITY

10.1 Architect agrees to carry a broad policy of errors and omissions insurance coverage, including but not limited to, contractural liability (hold harmless) coverage, with per claim limit of liability totaling no less than Five Hundred Thousand Dollars ($500,000.00) and with deductible per claim limit of no more than Ten Thousand Dollars ($10,000.00) on any policy, which policy or policies shall cover Architect's obligations under Paragraph 1.5.5. Consultant agrees to carry a broad policy of errors and omissions insurance coverage, including but not limited to, contractural liability (hold harmless) coverage, with per claim limit of liability totaling no less than Two Million Dollars ($2,000,000.00) and with a deductible per claim limit of no more than One Hundred Thousand Dollars ($100,000.00) on any policy, which policy or policies shall cover Consultant's obligations to Owner hereunder including Consultant's obligations under ~~Paragraph 1.5.5.~~ Article 15 of this Agreement. Such policy or policies shall be satisfactory to Owner and shall be issuable by a company satisfactory to Owner, and shall not be cancellable until thirty (30) days after written notice of cancellation is given by the carrier to the Owner. A copy of the complete policy or policies and a certificate evidencing such policy or policies shall be furnished to Owner within twenty (20) days from the date of execution of this Agreement.

ARTICLE 11

MISCELLANEOUS PROVISIONS

11.1 This Agreement shall be governed by the laws of the State of Indiana.

11.2 The terms in this Agreement shall have the same meaning as those in AIA Document 201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

11.3 As between the parties to this Agreement: as to all acts or failures to act by any party to this Agreement, any applicable

statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the relevant Date of Substantial Completion of the Work, and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of issuance of the final Certificate for Payment.

ARTICLE 12

SUCCESSORS AND ASSIGNS

12.1 The Owner and Architect respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor Architect shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

ARTICLE 13

EXTENT OF AGREEMENT

13.1 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or greements, either written or oral. This Agreement may be amended only by written instrument signed by Owner and Architect.

ARTICLE 14

BASIS OF COMPENSATION

14.1 The Architect shall provide professional services for the Project in accordance with the terms and conditions of this Agreement. The Owner shall compensate the Architect in accordance with the terms and conditions of this Agreement and for the Basic Services described in 1.1 and 1.5 and Article 15, and for the Re-

imbursable Expenses described in Article 4, the Architect shall be compensated on the basis of an agreed Maximum Fee of One Hundred Ninety-two Thousand Dollars ($192,000.00) to be paid in accordance with Article 5 of this Agreement in the percentages which are as follows:

Schematice Design Phase 15%

Design Development Phase. 20%

Construction Documents Phase. 40%

Bidding or Negotiation Phase. 5%

Construction Phase. 20%

14.2 For Additional Services as described in Paragraph 1.6, the Architect shall be compensated based upon its Direct Personnel Expense, which is defined as the direct salaries of all the Architect's personnel engaged on the Project, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leaves, holidays, vacations, pensions and similar contributions and benefits.

14.3 Direct Personnel Expense for principals and employees shall be at the following rates:

1. Principals - flat rate:

Edward J. Tourney	$65.00
Dick L. Gibson	$65.00
E. James Ebert	$65.00
Howard Linders	$75.00

2. Employees - (3.0 times Direct Personnel Expense)

Direct Personnel Expense: Clerical	$ 6.00
junior draftsman	$ 7.50
draftsman	$10.00
chief draftsman	$11.50
engineer	$10.70
senior engineer	$13.90

ARTICLE 15

OTHER CONDITIONS OR SERVICES

15.1 It is understood and agreed by the Architect and Owner that the following personnel assignments shall be made and maintained throughout the term of this Agreement:

(a) Project Manager - Edward J. Tourney, PE
Gibson/Tourney/Kim, Inc.

(b) Project Architect - Dick L. Gibson, AIA
Gibson/Tourney/Kim, Inc.

(c) Associate Engineer - E. James Ebert, PE
Carl Walker & Associates, Inc.

It is agreed by Architect and Owner that Carl Walker & Associates, Inc. will be consulting with the Architect on this Project and will have a major role in developing the programming/schematic design phase. Carl Walker & Associates, Inc. will be on site and available to the Owner during the programming/schematic design phase. It is agreed by Owner, Architect and Carl Walker & Associates, Inc. that the compensation of Carl Walker & Associates, Inc. shall be borne solely by the Architect as it has been included in Owner's compensation of the Architect. Carl Walker & Associates, Inc. will, however, be responsible to the Owner for its services rendered pursuant to this agreement and Carl Walker & Associates, Inc.'s agreement with the Architect. The Architect has further represented to the Owner that no separate operations consultant need be engaged by the Owner, and that Carl Walker & Associates, Inc. will fully attend to all requirements for the Project pertaining to the operations system and analysis.

15.2 The Architect has represented and agreed to the Owner that the construction phase of the Project will be administered by Edward J. Tourney, PE, of Gibson/Tourney/Kim, Inc.

15.3 The following services are to be included as Basic Services for which Architect shall be compensated under the provisions of Paragraph 14.1:

15.3.1 Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.

15.3.2 Providing services in connection with the work of a construction manager or separate consultant(s) retained by the Architect.

15.3.3 Providing Detailed Estimates of Construction Cost.

15.3.4 Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given , and are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents.

15.3.5 The Architect shall furnish a certified land survey of the site, giving, as applicable, grades and lines of streets, alleys, pavements and adjoining paroperty; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site; and locations, dimensions and complete data pertaining to existing buildings, other improvements and trees.

15.3.6 The Architect shall furnish the services of soil engineers or other consultants when such services are deemed necessary by the Architect, and shall supervise the performance of such services. Such services shall include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, with reports and

appropriate professional recommendations.

15.3.7 The Architect shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

15.3.8 The Architect shall pay, as part of the Basic Services to be provided, normal expense of travel when authorized by the Owner in connection with the Project; long distance communications, and fees paid for securing approval of authorities having jurisdiction over the Project.

15.3.9 The Architect shall pay expense of all reproductions, postage and handling of Drawings, Specifications and other documents, data processing and photographic production techniques incurred by Architect and any of Architect's consultants.

15.3.10 The Architect shall provide to Owner a minimum of three (3) copies of plans, specifications, bid sheets, cost estimates, design analysis, and other contract documents required for the Project.

15.3.11 The Architect and Consultant shall pay the cost of insurance coverage, pursuant to Article 10 of this Agreement, as part of the Basic Services to be provided under said Agreement.

ARTICLE 16

CONTINGENCY OF AGREEMENT

16.1 It is understood and agreed by the Architect and Owner that this Agreement is contingent upon receipt by Owner of an EDA Grant in the amount of One Million Eight Hundred Thousand Dollars ($1,800,000.00) for financing of the Project.

16.2 In the event said Grant is not received by Owner, this Agreement shall not take effect, and no compensation shall be owing by Owner to Architect and/or any of Architect's consultants for services performed or expenses incurred with respect to the Project.

16.3 It is understood and agreed by the Architect, Consultant and Owner that this Agreement is also contingent upon approval of the Fort Wayne Common Council.

Signed By:

CITY OF FORT WAYNE

By: _____
Win Moses, Jr., Mayor

ATTEST:

By: _____

GIBSON/TOURNEY/KIM, INC.

By: _____
its _____

ATTEST:

By: _____
its _____

CARL WALKER & ASSOCIATES, INC.

By: _____
its _____

ATTEST:

By: _____
its _____

70-60-15 12/3/80

STREET LIGHTING RESOLUTION
No.149-80
Village Woods Area

NOW THEREFORE: the Board of Public Works of the City of Fort Wayne, Indiana, hereby deems it necessary to light the"Village Woods Area" more specifically defined as; Maple Grove Avenue from Werling Drive to Hessen Cassel Road, Capitol Avenue from Werling Drive to Maple Grove Avenue, Christofer Lane from Salem Lane to Ashcroft Drive, Roberta Drive from Salem Lane to Ashcroft Drive and Ashcroft Drive from Christofer Lane to Hessen Cassel Road, all in accordance with the drawings and specifications on file in the office of the Department of Public Works of said City and such lighting is now ordered. This improvement is ordered pursuant to I.C. 19-5-24-1 and 10. A maximum cost of $3.27 per lineal front foot of property shall be assessed upon real estate abutting the above described streets. The balance of the project cost shall be assessed upon the City of Fort Wayne, Indiana. Assessments, if deferred, are to be paid in ten (10) equal installaments, with interest at the rate of seven (7%) percent per annum and shall be financed by the Barrett Law revolving improvement fund as provided for in I.C.18-6-5-29.5. All proceedings and any work done in said lighting assessment of property collection of assessments and issuance of bonds therefor, shall be provided for in said above entitled acts and all amendments thereto and suplemental thereof.

Adopted, this 3rd day of December 1980.

BOARD OF PUBLIC WORKS

Attest:
Sandra E. Kennedy
Clerk

70

70-56-4 H.I. 11/20/80

SEWER EASEMENT RESOLUTION 171-80

PERMANENT EASEMENT

For the condemnation of a permanent sewer easement for the purpose to construct, operate, control and maintain a sanitary sewer line along and across a portion of the Northeast Quarter of the Southeast Quarter of Section 17, Township 31 North, Range 13 East, Allen County, Indiana.

RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, that it is desired and deemed necessary to condemn right-of-way for a permanent sewer easement for the purposes to construct, operate, control and maintain a sewer line along and across a portion of the Northeast Quarter of the Southeast Quarter of Section 17, Township 31 North, Range 13 East, more particularly described as follows:

Part of the DeRome Reserve, Township 31 North, Range 13 East, Allen County, Indiana, being a 14 foot wide strip of land, by metes and bounds described as follows:

Commence at the East corner of the Plat of PARKVIEW ADDITION, Section "C" as recorded in Plat Book 40, pages 98-100, as Document No. 78-6538; thence North 30 degrees 22 minutes 57 seconds East, a distance of 179.69 feet to the West corner of the Plat of SLOCUM PLACE, Section 1, and furthermore the West corner of Lot 1 in said Plat, as recorded in Plat Book 43, page 37, as Document No. 79-28184; thence continuing North 30 degrees 22 minutes 57 seconds East on the Northwesterly line of said Lot 1, a distance of 50.46 feet to the centerline of an 85 foot Ditch Easement as in said SLOCUM PLACE dedicated; thence North 27 degrees 00 minutes 00 seconds West, a distance of 16.62 feet to a point situated 14.0 feet normally distant Northwesterly of the Northwest line of said SLOCUM PLACE, Section 1, thence South 30 degrees 22 minutes 57 seconds West, a distance of 246.5 feet, more or less, to the North line of PARKVIEW ADDITION, Section "C", and furthermore the North line of Lot 222 in said Addition; thence Easterly on the line aforesaid, a distance of 15.83 feet to the Point of Beginning.

NOTE:
A deflection of 26 degrees 49 minutes (Bearings) in the 21.5 foot course departing from the East corner of PARKVIEW ADDITION, Section "C" as found in Document No. 77-03706, appears to have been found not to exist or appears to have been lost in the continuing process of Survey and Resurvey since at least 1932.

All according to the method and manner provided for in the Act of General Assembly of the State of Indiana entitled "An Act Concerning Municipal Corporation; (I.C. 32-11-1.5-1 through 32-11-1.5-13) the provisions of all acts amendating thereto and supplemental thereof including the right of bond assessments as the said Law ordered. All streets, roads, lots and land affected by the above described condemnation are situated in the Northeast Quarter of the Southeast Quarter of Section 17, Township 31 North, Range 13 East.

ADOPTED THIS 20 DAY OF November, 1980.

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Herbert Gamache, Member

ATTEST:

Sandra E. Kennedy
Clerk

(33)

HOFER AND DAVIS, INC.

CIVIL ENGINEERS & LAND SURVEYORS
FORT WAYNE, INDIANA

A K HOFER P E No 2
1196[illegible] L S No 10504

CARL A HOFER P.E. No. 7122
L S No. 10031

WILLIAM S. DAVIS L.S No S-0053
L.S. No 18114 Michigan

SCALE
1 IN = 60 FT

EXHIBIT MAP for proposed 14 FT STORM SEWER EASEMENT.

10

DEPT NO. 2

STORM SEWER EASEMENT

Part of the DE ROME RESERVE, Township 31 North, Range 13 East, Allen County, Indiana, being a 14 foot wide strip of land, by metes and bounds described as follows:

Commence at the East corner of the Plat of PARKVIEW ADDITION, Section "C" as recorded in Plat Book 40, pages 98-100, as Document No. 78-6538; thence North 30 degrees 22 minutes 57 seconds East, a distance of 179.69 feet to the West corner of the Plat of SLOCUM PLACE, Section 1, and furthremore the West corner of Lot 1 in said Plat, as recorded in Plat Book 43, page 37, as Document No. 79-28184; thence continuing North 30 degrees 22 minutes 57 seconds East on the Northwesterly line of said Lot 1, a distance of 50.46 feet to the centerline of an 85 foot Ditch Easement as in said SLOCUM PLACE dedicated; thence North 27 degrees 00 minutes 00 seconds West, a distance of 16.62 feet to a point situated 14.0 feet normally distant Northwesterly of the Northwest line of said SLOCUM PLACE, Section 1; thence South 30 degrees 22 minutes 57 seconds West, a distance of 246.5 feet, more or less, to the North line of PARKVIEW ADDITION, Section "C", and furthermore the North line of Lot 222 in said Addition; thence Easterly on the line aforesaid, a distance of 15.83 feet to the point of beginning.

IN WITNESS WHEREOF, I place my hand and seal, this 20th day of May 1980.

Carl A Hofer

NOTE:

A deflection of 26 degrees 49 minutes (Bearings) in the 21.5 foot course departing from the East corner of PARKVIEW ADDITION, Section "C" as found in Document No. 77-03706, appears to have been found not to exist or appears to have been lost in the continuing process of Survey and Resurvey since at least 1932.

1 - Rowe Realty J. Dewer
1 - Ruf Zimmer
1 - Tom Dixon
1 - Jerry Walker L.S.
1 - File
- Note to Bill Shininger 10-9-80

12

70-54-34 4.I
11/19/80

80-027087

AGREEMENT FOR DETENTION POND MAINTENANCE

THIS AGREEMENT made this 19 day of November, 1980, by and between the CITY OF FORT WAYNE, a body corporate and politic organized under the constitution and laws of the State of Indiana (hereinafter sometimes called "Lessor"), and PAYLESS CASHWAYS, INC., a corporation duly organized and existing under the laws of the State of Iowa (hereinafter sometimes called "Lessee"),

1980 DEC -1 PM 2 53
ALLEN COUNTY RECORDER
Virginia A. Young

WITNESSETH:

WHEREAS, Lessor is the legal title holder of a tract of land located in the City of Fort Wayne, Allen County, Indiana, described as follows:

Part of the Northeast Quarter of the Northeast Quarter of Section 28, Township 31 North, Range 12 East, Allen County, Indiana, more particularly described as follows, to-wit:

Beginning on the West right-of-way line of the G. R. and I. Railroad at a point situated a distance of 534.0 feet, N 00°-14' E from the point of intersection of said West right-of-way line with the South line of the Northeast Quarter of the Northeast Quarter of said Section 28; thence N 00°-14' E, on and along said West right-of-way line, a distance of 665.5 feet to the point of intersection of said West right-of-way line with the South right-of-way line of U. S. Highway #30 (Coliseum Blvd.); thence S 88°-45' W, on and along said South right-of-way line, a distance of 654.7 feet to the West line of the East 20 acres of the Northeast Quarter of the Northeast Quarter of said Section 28; thence S 00°-14' W, on and along the West line of said East 20 acres, a distance of 651.2 feet; thence N 90°-00' E and parallel to the South line of the Northeast Quarter of the Northeast Quarter of said Section 28, a distance of 654.5 feet to the point of beginning, containing 9.892 acres of land, subject to easements and rights-of-way of record.

DULY ENTERED FOR TAXATION
DEC 1 1980
Louis J. Loughlin
AUDITOR OF ALLEN COUNTY

(hereinafter called the "Real Estate"); and

WHEREAS, Lessor has leased the Real Estate to Lessee under that certain Lease Agreement dated March 25, 1980, and recorded in the records of the Recorder of Allen County, Indiana, on March 25, 1980, as Document No. 80-06512; and

WHEREAS, under the terms of said Lease Agreement Lessee is responsible for the maintenance of the project as in said Lease Agreement described; and

WHEREAS, in connection with the construction of improvements upon the Real Estate Lessee is required by Lessor to con-

City Box

4.50
C
O

struct a storm water detention pond ("detention pond") upon the Real Estate and Lessee has agreed to construct and maintain such detention pond all as more fully hereinafter set forth.

NOW, THEREFORE, for such consideration as set forth in said Lease Agreement and in consideration of the mutual covenants and agreements herein set forth, Lessor and Lessee agree as follows:

1. Lessee shall, at its sole expense, construct or cause to be constructed upon the Real Estate a detention pond in accordance with plans and specifications prepared by Z. K. Tazian and Associates, Inc., dated December 4, 1979, and designated Plan No. S-1, which such plans and specifications have been approved by Lessor. Construction of such detention pond shall be located upon the East side of the Real Estate in such location as designated and shown on said plans hereinabove described, and generally located in such area as designated as detention pond on Exhibit "A" attached hereto and made a part hereof.

2. Lessee, its successors and assigns, reserves the right at any time to use such detention pond and drainage facilities appurtenant thereto and to connect thereto any storm drainage facilities that may be located upon the Real Estate hereinabove described.

3. Lessee agrees to provide maintenance, repair and replacement of the detention pond constructed upon the Real Estate and in connection therewith shall maintain the same with a proper stand of vegetation. Lessee specifically reserves the right to use the detention pond in any lawful manner consistent with said lease, except such use shall not unreasonably interfere with its intended usage for storm water detention purposes, and Lessee may landscape or otherwise make improvements to the detention pond, provided that the same do not interfere with storm water detention purposes.

It is specifically agreed and understood that Lessee has no authority over and no responsibility for runoff or discharge areas from such detention pond located outside of the Real Estate nor any culverts, drains, storm sewers or like

facilities located outside of the Real Estate, and Lessee assumes no responsibility of any kind therefor.

4. In the event Lessee fails or refuses to repair or maintain said detention pond within thirty (30) days after receipt of notice in writing by Lessor to Lessee by certified mail that said detention pond or appurtenances thereto located upon the Real Estate require repair or maintenance, Lessor shall be permitted ingress and egress to the Real Estate to effect any repairs required, and in such event Lessee shall be liable to Lessor for the reasonable cost of all equipment, labor and materials necessary to effect said repairs. Further, Lessor shall be permitted access to the leased premises at any time to make any emergency repairs, in the event such emergency repairs are not promptly performed by Lessee after request to effect such repairs from Lessor, and in such event Lessee shall be responsible to Lessor for the cost thereof.

5. Lessee assumes all risk of injury that it, its agents, employees, contractors or the public may sustain on the Real Estate and releases Lessor from all liability therefor and covenants to, and hereby does, indemnify and hold harmless Lessor, its successors and assigns, against any and all liability for damages occasioned on the Real Estate or elsewhere caused by Lessee's failure to construct said detention pond in accordance with the approved plans and specifications therefor, or its failure to maintain and use the same as herein contemplated, except such damages as may be caused by the negligence of Lessor, its agents, employees or contractors.

6. Lessor and Lessee acknowledge that the plans as above-described for the construction of said detention pond have been designed to accommodate off-site drainage from Off-site Area No. 1, containing approximately 8.3 acres and Off-site Area No. 2, containing approximately 12.8 acres, such areas being located to the East and Southeast of the Real Estate, but Lessee makes no warranty or representation as to the adequacy thereof. The parties hereto acknowledge that the detention pond should be

adequate to handle drainage from said off-site areas as said areas exist in their improved or unimproved state as of the date hereof. In the event the owners of said off-site areas, their successors or assigns, change the topography, construct additional improvements or paving, or otherwise do any act or thing affecting the off-site areas hereinabove described which would in any manner cause drainage to the detention pond to exceed the capacity thereof as provided in accordance with the above-designated plans, Lessor shall, to the extent of its ability, require the owner or owners of such off-site areas, or any part thereof, to modify their plans or to undertake such construction so that the capacity of the detention pond is not exceeded, and Lessee shall have no responsibility in connection therewith.

7. It is understood and agreed that Lessee may at some later date desire to construct additional improvements upon the Real Estate or otherwise make changes to the Real Estate and improvements located thereon which would require relocation of the detention pond, but not change its capacity. In such event, Lessee shall furnish plans and specifications for alteration of the detention pond to Lessor for its approval, which approval shall not unreasonably be withheld. Any work or services necessary in altering the detention pond shall be performed at the sole expense of Lessee.

8. The terms and provisions of this Agreement shall be binding upon the parties hereto, their successors, nominees and assigns, and shall run with the Real Estate, and any subsequent sale or transfer of the Real Estate shall be subject thereto. Provided, however, in the event at any future time the detention pond and appurtenances thereto constructed upon the Real Estate pursuant to this Agreement shall cease to be used, this Agreement shall terminate and shall be of no further force and effect.

9. Lessor and Lessee each represent that they have the power to enter into this Agreement and carry out the obligations required hereunder, and that by proper corporate action, they have each been duly authorized to execute and deliver this Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their respective corporate names and attested by their duly authorized officers, all as of the date first above written.

CITY OF FORT WAYNE, INDIANA

By: _____
Winfield C. Moses, Mayor

ATTEST:

By: _____
Sandra E. Kennedy, Clerk

BOARD OF PUBLIC WORKS

By: _____
Mark Aker, Chairman

By: _____
Herbert R. Gamache, Member

By: _____
Roberta Anderson-Staten, Member

Approved as to form and legality:

By: _____
Associate City Attorney

"Lessor"

PAYLESS CASHWAYS, INC.

By: _____
Richard E. Hemer, Vice President

ATTEST:

By: _____
Dean Longnecker
Secretary

"Lessee"

12

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, Anne J Fox, a Notary Public in and for the state and county aforesaid, personally appeared MARK AKER, HERBERT R. GAMACHE, and ROBERTA ANDERSON-STATEN, with all of whom I am personally acquainted, and who, upon their oaths, acknowledge themselves to be members of the Board of Public Works of the City of Fort Wayne, Indiana, and that they, as such members of the Board of Public Works being authorized so to do, executed the foregoing instrument for and on behalf of the City in their capacities as members of the Board of Public Works.

WITNESS my hand and notarial seal of office at Fort Wayne, Indiana, this 19 day of November, 1980.

Anne J Fox
Notary Public

Name of Notary:
Anne J. Fox

My county of residence is:
Allen

My Commission expires:
3-6-84

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

Before me, Deborah K Meyer, a Notary Public in and for the state and county aforesaid, personally appeared RICHARD E. HEMER and DEAN LONGNECKER, with both of whom I am personally acquainted, and who, upon their oaths, acknowledge themselves to be the Vice President and Secretary, respectively, of PAYLESS CASHWAYS, INC.

and that they, as such Vice President and Secretary, being authorized so to do, executed the foregoing instrument for the purposes contained therein by subscribing thereto the name of said company in their capacities as Vice President and Secretary, respectively.

WITNESS my hand and notarial seal of office at Kansas City, Missouri, this 23rd day of June, 1980.

Deborah K Meyer
Notary Public

Name of Notary:

DEBORAH K MEYER

My county of residence is:

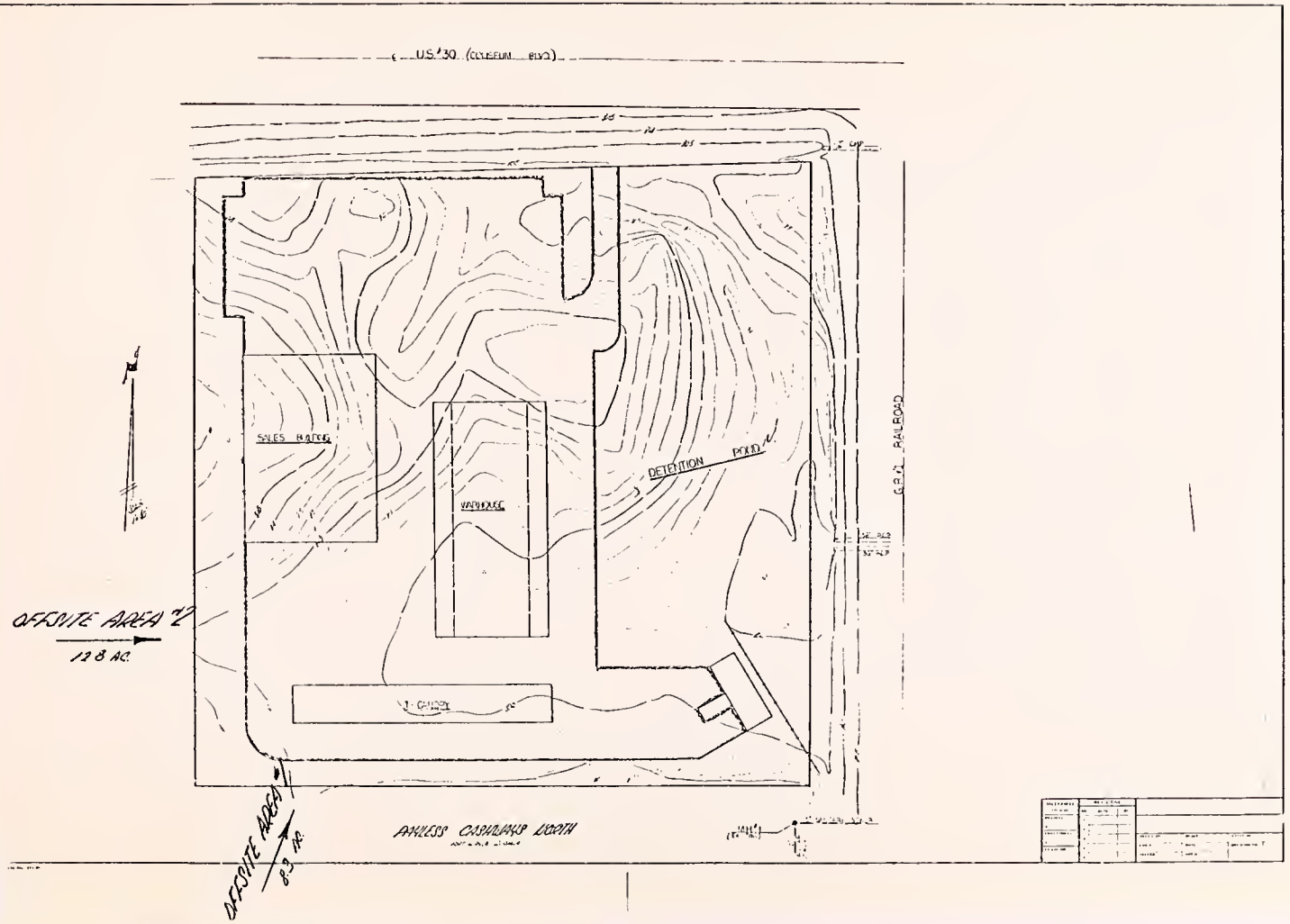
Jackson

My Commission expires:

March 7, 1983

Prepared by Robert T. Hoover; Parker, Hoover, Keller & Waterman; Suite 200, Strauss Building; Fort Wayne, Indiana 46802.

EXHIBIT "A"


U.S. 30 (COLISEUM BLVD.)
SALES BUILDING
WAREHOUSE
DETENTION POND
G.R.I. RAILROAD
OFFSITE AREA #2
1.28 AC.
OFFSITE AREA #1
.83 AC.
ANHEUSER BUSCH

. 17

RECEIVED
JUN 26 1980
Water Pollution Control Engr. Dept.
City-County Building, One Main St.
Ft. Wayne, Indiana 46802

Wick/Hte

LAW OFFICES
PARKER, HOOVER, KELLER & WATERMAN
SUITE 200, STRAUSS BUILDING
FORT WAYNE, INDIANA 46802

TELEPHONE
424-6000
AREA CODE 219

MACLYN PARKER
ROBERT T. HOOVER
DAVID B. KELLER
KENNETH M. WATERMAN
JOSEPH W. KIMMELL, II
LAWRENCE E. SHINE
STEVEN H. HAZELRIGG
PAUL D. MATHIAS

June 26, 1980

Mr. P. R. Boller, P.E.
Chief Water Pollution Control Engineer
City Engineering Department
7th Floor, City-County Bldg.
Fort Wayne, Indiana 46802

RE: Detention Pond Agreement
Payless Cashways, Inc. North Property

Dear Phil:

Enclosed please find in duplicate an agreement for detention pond maintenance between Payless Cashways, Inc. and the City of Fort Wayne. This agreement has been executed by Payless Cashways, Inc. and should be executed by the City of Fort Wayne and recorded. Upon completion of recording, would you please forward one completely executed copy to my attention showing the recording information.

The enclosed agreement has been revised from a previous draft and prior to its execution by Payless Cashways, Inc. I had received approval of the language and terms from Dick Snouffer. Dick indicated that there was some confusion in your mind as to why we show that the City is the owner of the property and is leasing the same to Payless Cashways, Inc. and wanted me to remind you that this was an economic development project. Accordingly, at the time of closing or financing, title to the subject property was conveyed to the City and leased back to Payless Cashways, Inc. under the lease-financing documents.

I think this matter now concludes agreements with the City concerning the Payless Cashways property and I look forward to receiving from you a fully executed copy, properly recorded.

Sincerely yours,

Robert T. Hoover

RTH/sp
Enc.

cc: Dick Snouffer
Dave Ford

12

413

Memorandum

To Board of Public Works Date 11/13/80

From C. Duane Embury, Chief Water Pollution Control Engineer

Subject Detention Pond Agreement - Payless Cashways, Inc., North Property

COPIES TO:

Attached for your execution and return is a second original of the executed legal instrument mentioned above. Please return for recording and distribution.

If you have any questions, please contact Mr. Wickensheimer of this department.

C. Duane Embury

C. Duane Embury, Chief
Water Pollution Control Engineer

CDE/ds

Att.

70-51-12 H.I. 11/19/80

MAIN SEWER EASEMENT RESOLUTION NO. 210-80
PERMANENT AND TEMPORARY
LINCOLN PARK ADDITION

For the condemnation of permanent and temporary easements for the purpose to construct, operate, control and maintain a storm sewer line along and across a portion of the Northeast Quarter Section 35, Township 31 North, Range 12 East; County Allen, State of Indiana; bounded on the North by Linden Drive and its extensions; bounded on the East by Ethel Avenue and its extensions; bounded on the West by the west property line of Lincoln Park Addition and its extensions; bounded on the South by Irene Avenue.

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that it is desired and deemed necessary to condemn right-of-way for permanent and temporary easements for purposes to construct,operate, control and maintain a storm sewer line along and across a portion of the Northeast Quarter of Section 35, Township 31 North, Range 12 East, County of Allen, State of Indiana; bounded on the North by Linden Drive and its extensions; bounded on the East by Ethel Avenue and its extensions; bounded on the West by the west property line of Lincoln Park Addition and its extensions; bounded on the South by Irene Avenue.

I. The following described permanent and temporary easements are located within Dykes Out Lots as recorded by Deed Book 63, page 254.

PERMANENT EASEMENT:
The land commencing on the southwest corner of Lot #4 of Dykes Out Lots located within the Northeast Quarter of Section 34, Township 31 North, Range 12 East, County of Allen, State of Indiana; thence, North and along the west property line and its north projection of said Lot #4, to a point on the north property line of Lot #7 of said addition; thence, East, and along the north property line of said Lot #7 at a distance of 7 feet; thence, South to a point on the North right-of-way line of Goshen Road (U.S. #33); thence, Northwesterly to the Point of Beginning.

Also, the land commencing on the southeast corner of Lot #5 of said addition; thence, North and along the east property line of said Lot #5 to a point on the north property line of Lot #7 of said addition; thence, West and along the north property line of said Lot #7 at a distance of 7 feet; thence, South to a point on the north right-of-way line of Goshen Road (U.S. #33); thence, Southeasterly to the Point of Beginning.

TEMPORARY EASEMENT
The land commencing on the southwest corner of Lot #4 of Dykes Out Lots located within the Northeast Quarter of Section 34, Township 31 North, Range 12 East, county of Allen, State of Indiana; thence, North and along the west property line and its North projection of said Lot #4, to a point on the north property line of Lot #7 of said addition; thence, East and along the north property line of said Lot #7 at a distance of 27 feet; thence, South to a point on the north right-of-way line of Coshen Road (U.S. #33); thence, northwesterly to the Point of Beginning. EXCEPT THE WEST 7 FEET OF THE ABOVE-DESCRIBED LAND.

Also, the land commencing on the Southeast corner of Lot #5 of said addition; thence North, and along the east property line of said Lot #5 to a point on the north property line of Lot #7 of said addition; thence, West and along the north property line of said Lot #7 at a distance of 37 feet; thence, South to a point on the north right-of-way line of Coshen Road (U.S. #33); thence, Southeasterly to the Point of Beginning. EXCEPT THE EAST 7 FEET OF THE ABOVE-DESCRIBED LAND.

II. The following described permanent and temporary easements are located in Lincoln Park Addition as recorded in Plat Book 13, page 63.

PERMANENT EASEMENT
The East 7 feet of Lot #15, #16, #19 and #24 of Lincoln Park Addition located within the Northeast Quarter of Section 34, Township 31 North, Range 12 East, County of Allen, State of Indiana.

Also, the West 7 feet of Lot #25 of said addition.

Also, the West 7 feet of Lots #28 through #37 inclusive of said addition.

Also, the South 7 feet of the East 113 feet of Lot #37 of said addition.

TEMPORARY EASEMENTS
Tbe West 28 feet of Lot #15, #16, #19 and #24 of Lincoln Park Addition located within the Northeast Quarter of Section 34, Township 31 North, Range 12 East, County of Allen,State of Indiana.

Also, the East 35 feet of Lots #14, #17, #20 and #23 of said addition.

Also, the South 15 feet of the North 59.9 feet of Lot #37 of said addition.

III. The following described permanent and temporary easements are located within Lincoln Park Addition as recorded in Plat Book 15, page 78.

PERMANENT EASEMENT
The East 7 feet of Lots #124 and #132 of Lincoln Park Addition located within the Northeast Quarter of Section 34, Township 31 North, Range 12 East, County of Allen, State of Indiana.

Also, the West 7 feet of Lots #125 through 131 inclusive of said Addition.

Also, the East 7 feet of Lots #109 and #110 of said addition.

Also, the North 7 feet of the East 113 feet of Lot #131, of said addition.

TEMPORARY EASEMENT
The West 49.8 feet of Lots #124 and #132 of Lincoln Park Addition located within the Northeast Quarter of Section 34, Township 31 North, Range 12 East, County of Allen, State of Indiana.

Also, the North 15 feet of the South 50.5 feet of Lot #131, of said addition.

IV. The following described permanent and temporary easements are located within spaces now or formerly onwed by Wilfred Doetch and Wilfred E. Doetch, Jr., as recorded by Deed Reference numbers H6567-1974 and H6568-1974.

PERMANENT EASEMENT
The land commencing at the southeast corner of Lot #95 of Lincoln Park Addition located within the Northeast Quarter of Section 34, Township 31 North, Range 12 East, County of Allen, State of Indiana, thence, South 400 feet to the northeast corner of Lot #11 of Neuhaus Acre Addition located within the said Quarter Section; thence, East 216.4 feet to a point 7 feet west of the west property line of Lot #85 of Lillie Place Addition located within the said Quarter Section, thence, South 60.9 feet to the north property line of Lot #25 of Kuhlman's Addition located within the said Quarter Section; thence, east 7 feet to the northeast property corner of said Lot #25; thence, North 74.9 feet along the west property line of said Lot #85; thence, West 216.4 feet to a point 7 feet East of the North projected east property line of said Lot #11; thence, North 386 feet to a point 7 feet East of the southeast corner of said Lot #95; thence, West 7 feet to said Point of Beginning.

TEMPORARY EASEMENT
An easement 30 feet-in-uniform width East of, North of, West of, and immediately adjacent to the above-described permanent easement.

V. The following described permanent and temporary easements are located within Kuhlman's Addition as recorded in Plat Book 10, page 81.

PERMANENT EASEMENT
The East 7 feet of Lots #22 and #25 of Kuhlman's Addition located within the Northeast Quarter of Section 34, Township 31 North, Range 12 East, County of Allen, State of Indiana.

Also, the East 7 feet of the North 7 feet of Lot #21 of said addition.

TEMPORARY EASEMENT
The East 30 feet of the West 79.7 feet of Lots #22 and #25 of Kuhlman's Addition located within the Northeast Quarter of Section 34, Township 31 North, Range 12 East, County of Allen, State of Indiana.

Also, the East 30 feet of the West 79.7 feet of the South 30 feet of the North 37 feet of Lot #21, of said addition.

VI. The following described permanent and temporary easements are located within Lillie Place Addition as recorded in Plat Book 4, page 10.

PERMANENT EASEMENT
The West 7 feet of the South 114 feet of Lot #85 of Lillie Place Addition located within the Northeast Quarter of Section 34, Township 31 North, Range 12 East, County of Allen, State of Indiana.

Also, the South 7 feet of the North 114 feet of Lot #82 of said addition.

Also, the North 7 feet of the South 150 feet of Lot #82 of said addition.

TEMPORARY EASEMENT
The North 30 feet of the South 14.3 feet of Lot #82 of Lillie Park Addition located on the Northeast Quarter of Section 34, Township 31 North, Range 12 East, County of Allen, State of Indiana.

All according to the method and manner provided for in an Act of General Assembly of the State of Indiana, as approved in 1967; more particularly I.C. 18-1-1.5-5 and 14, and I.C. 18-1-7-1 to 11, and the provisions of all acts amendatory thereto and supplemental thereof.

All land affected lies within part of the Northeast Quarter Section 34, Township 31 North, Range 12 East, County of Allen, State of Indiana.

All temporary easements shall expire two (2) years from the date of adoption.

ADOPTED THIS 19 DAY OF November, 1980.

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Herbert Gamache, Member

ATTEST:

Clerk

Reference Sewer Resolution 880-80

Prepared by: C. Duane Embury, P.E.

14

70-51-11 H.I 11/19/80

LINCOLN PARK ADDITION

MAIN SEWER IMPROVEMENT RESOLUTION

NO. 880-1980

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that the construction of a main sewer, which from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said sewer, but is also intended and adapted for receiving drainage from collateral drains already constructed or which hereafter may be constructed, be and the same is hereby ordered.

Commencing at a point 350± feet north of the centerline of Coshen Road and 150± feet west of the northerly projected centerline of Poinsette Avenue; thence, southerly a distance of 1,400± feet in and along a proposed easement to the south right-of-way of Ralph Avenue 150± feet West of the centerline of Poinsette Avenue; thence, easterly a distance of 410± feet along a line parallel to the centerline of Ralph Avenue to a point 255± feet east of the centerline of Poinsette Avenue; thence, southerly a distance of 365± feet in and along a proposed easement to a point 255± feet east of the centerline of Poinsette Avenue; thence, easterly a distance of 210± feet in and along a proposed easement to a point located on the west property line of Lot 85 in Lillie Place Addition; thence, southerly a distance of 125± feet in and along a proposed easement to a point located at the southeast corner of Lot 22 in Kuhlman's Addition; thence, easterly a distance of 230± feet in and along a proposed easement in the west right-of-way of Ethel Avenue; thence, southerly a distance of 195± feet along a line 10± feet west of and parallel to the centerline of Ethel Avenue terminating at an existing inlet at the intersection of Ethel and Irene Avenues.

LATERAL 1

Commencing at the proposed sewer and Betty Avenue; thence, easterly a distance of 140± feet terminating at a proposed structure in the west right-of-way of Poinsette Avenue.

LATERAL 2

Commencing at proposed sewer and the west property line of lot 37 in Lincoln Park Addition 145± feet west of the centerline of Poinsette Avenue; thence, easterly a distance of 380± feet along a line parallel to the centerline of Henry Avenue terminating at a proposed structure located 235± east of the centerline of Poinsette Avenue.

LATERAL 3

Commencing at the proposed sewer and centerline of Lillian 250± feet east of the centerline of Poinsette Avenue; thence- westerly a distance of 250± feet along the centerline of Lillian Avenue terminating at a proposed structure in the east right-of-way of Poinsette Avenue.

Said sewer shall be 48, 42, 36, 30, 27, 15 and 12 inches in diameter, with all its appurtenancnes shall be constructed in accordance with the plans profiles, and specifications now on file in the office of the Department of Public Works of said City and shall be used for storm water purposes only.

All work done in the making of the aforementioned public improvement shall be in accordance with the terms and conditions of the resolution aforementioned and the plans, profiles, and specifications now on file in the office of the Board of Public Works of said City.

The total cost of said sewer shall be paid by City and the holders of property beneficially affected thereby in proportion to the benefits received, including not only the property abutting on the line of said sewer, but also all property which may be beneficially affected by the construction of said sewer which lies within the following described territory in the City of Fort Wayne, County of Allen, State of Indiana, To-wit:

All lots and lands commencing at a point located 235± feet north from the centerline of Goshen Avenue and along the West property line of Lot #5 of Dykes Out Lots; thence, South 180± feet and along the east property line of Lot #7 of Dykes Out Lots; thence, southeasterly and along the north right-of-way line of Goshen Avenue at a distance of 35± feet; thence, South 105± feet to a point known as the Northwest corner of Lot #22 of Lincoln Park Addition; thence, South and along the West property line of Lincoln Park Addition at a distance of 875± feet at a point known as the Southwest corner of Lot #133 of the said addition; thence, West and along the North property line of Winfree Manor Addition at a distance of 690± feet to a point known as the Northwest corner of Lot #16 of the said addition; thence, South and along the West property line of Winfree Manor Addition at a distance of 520± feet to a point known as the Southwest corner of Lot #8 of the said addition; thence, East and along the South property line of Lot #8 Winfree Manor Addition at a distance of 340± feet to a point located 25± feet North of the Northwest corner of Block "A" of Winfree Manor Addition; thence, South and along the West property line of Block "A" of Winfree Manor Addition at a distance of 175± feet; thence, East and along the South property line of Lot #25 of Neuhaus Acres Addition at a distance of 585± feet at a point known as the Southeast corner of the said lot; thence, South and along the West right-of-way line of Poinsette Drive to a point known as the Southeast corner of Lot #24 of Neuhaus Acres Addition; thence, East 50± feet to a point known as the Southwest corner of Lot #11 of Neuhaus Acres Addition; thence, south 220± feet to a point known as the Southwest corner of Lot #13 of Neuhaus Acre Addition; thence, East 225± feet and along the South property line

of Lot #13 of Neuhaus Acre Addition; thence, South 130± feet and along the West property line of Lot #6 of Kuhlman's Addition; thence, East 690± feet and along the North right-of-way line of Clayton Avenue to a point known as the Southeast corner of Lot #5 of Stilwell's Addition; thence, North 650± feet to a point known as the Northeast corner of Lot #84 of Lillie Place Addition; thence, West 50± feet to a point known as the Southeast corner of Lot #12 of Rousseau's Subdivision; thence, North 730± feet to a point known as the Northeast corner of Lot #3 of Hughes' Addition; thence, northwesterly and along the South right-of-way line of Goshen Avenue at a distance of 170± feet feet at a point known as the Northwest corner of Lot #1 of Hughes' Addition; thence, North 50± feet to the centerline of Goshen Avenue, thence, Northwesterly and along the centerline of Goshen Avenue at a distance of 665± feet; thence, North and along the East property line of Lot #3 of Dykes Out Lots at a distance of 310± feet; thence, Northwesterly and along the South right-of-way line of Linden Avenue at a distance of 360± feet to a point known as the Northeast corner of Lot #5 of Dykes Out Lots; thence, West 150± feet to the point of the Beginning, EXCEPT ALL PUBLIC STREET, ROADS AND RIGHTS-OF-WAY.

The City shall pay 50% of the cost of said sewer not to exceed $200,000.00, and the remainder shall be assessed against the property owners beneficially affected, it being expressly intended and provided that the City of Fort Wayne shall pay only Two Hundred Thousand and no/100 ($200,000.00) Dollars, of the construction of said sewer unless it be as the owner of property beneficially affected, in which case it shall be liable as other property owners.

Assessments if deferred are to be paid in ten equal annual installments with interest at the rate of nine and one-half (9.5%) percent per annum, and a bond or bonds shall be issued to the contractor in payment of said work, unless the property owners shall pay said assessments before said bond or bonds are issued.

Under no circumstances shall the City of Fort Wayne, be or be held responsible for any sum or sums of money due from said property owner or owners for said work or for the collection of the same or the payment of any bond or bonds, certificate or certificates issued to the contractor in payment for such work, except for such monies as shall have been actually received by the City for the assessments for such improvement.

PROJECT NAME: LINCOLN PARK STORM SEWER - PHASE I — RES. NO. 880-1980

ENGINEERS ESTIMATE

ITEM	DESCRIPTION	UNIT	UNIT PRICE	EXTENSION
1	48" RCP Class I (in tunnel section)	270± LF	643.50	173,745.00
2	48" RCP Class III	250± LF	105.60	26,400.00
3	48" RCP Class IV	260± LF	129.80	33,748.00
4	42" RCP Class III	620± LF	83.60	51,832.00
5	36" RCP Class II	365± LF	63.80	23,287.00
6	36" RCP Class IV	410± LF	72.60	29,766.00
7	30" RCP Class II	335± LF	50.60	16,951.00
8	27" RCP Class II	230± LF	39.60	9,108.00
9	15" RCP Class III	195± LF	25.30	4,933.50
10	12" RCP Class IV	770± LF	19.80	15,246.00
11	STD MH Type I (48")	4± EA	1,320.00	5,280.00
12	STD MH Type II (60")	6± EA	2,640.00	15,840.00
13	STD MH Type II (72")	4± EA	3,850.00	15,400.00
14	Special Backfill "B" Borrow	148± SY	8.25	1,221.00
15	#53 or #73 special backfill	2,011± SY	13.20	26,545.00
16	CFT Inlets STD Type I	14± EA	715.00	10,010.00
17	Bulkhead Existing Connection & Replacement	2± EA	55.00	110.00
18	Fence Replacement	800± LF	5.50	4,400.00
19	CBP 12" RCP Class IV	410± LF	15.40	6,314.00
20	Street Replacement	285± SY	18.70	5,329.50

$480,803.20 TOTAL IMPROVEMENT COST

-150,000.00 Revenue Sharing
- 50,000.00 Sewer Relief Fund
$280,803.20 ÷ 2,009,962 = $0.139705725 or $0.14 per sq. ft.

TOTAL CONSTRUCTION COST	475,466.20
ENG. & INSP. COST	5,297.00
ADVERTISING COST	40.00
TOTAL IMPROVEMENT COST	480,803.20

All proceedings had and work done in the construction of said Main Sewer, with all its appurtenances, manner of assessment of property and issuance of bonds therefore, shall be as provided for in an act of the General Assembly of the State of Indiana, I.C. 19-2-7-1 -- 19-2-7-23 and in accordance with and pursuant to the provisions of all acts and amendatory thereto and supplemental thereof, passed by the General Assembly of the State of Indiana.

ADOPTED THIS 19 DAY OF November, 1980.

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Herbert Gamache, Member

ATTEST:

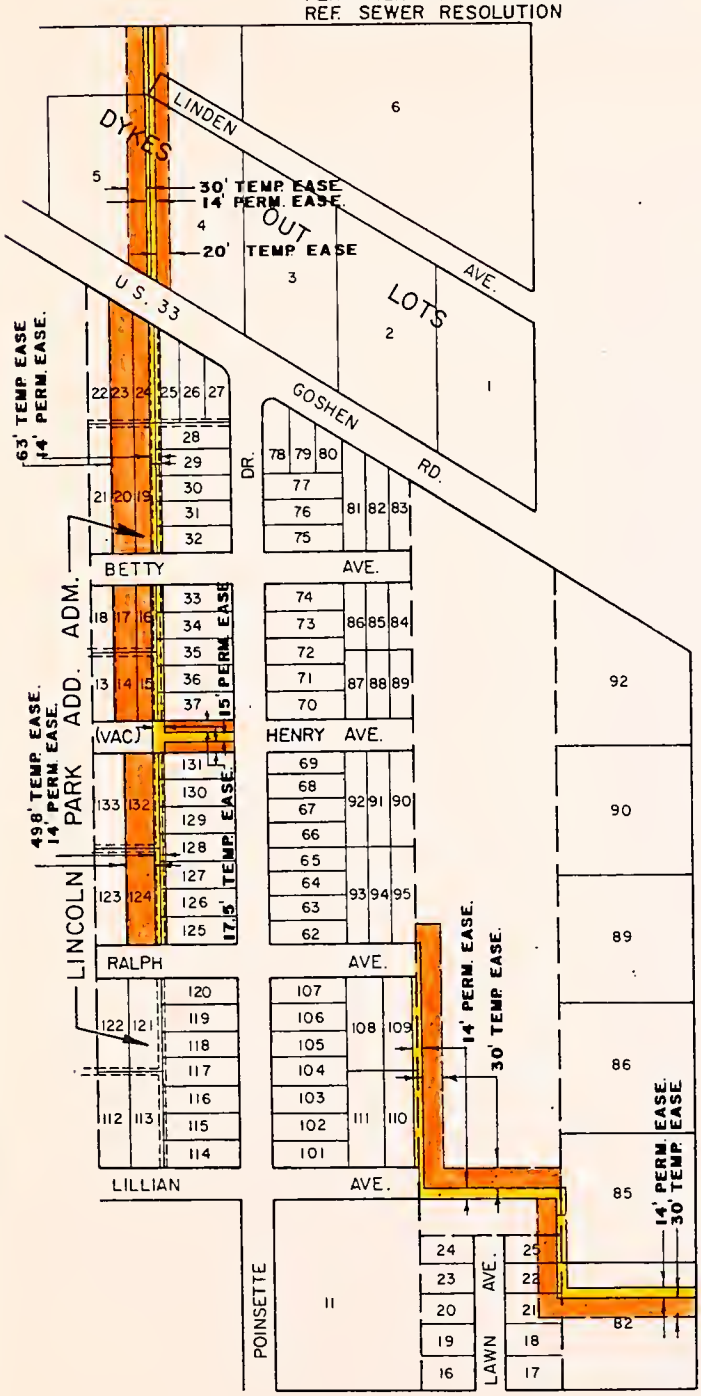
Clerk

14

LINCOLN PARK PHASE I
STORM SEWER

EASEMENT RESOLUTION NUMBER 210-80

PERMANENT & TEMPORARY EASEMENTS
REF. SEWER RESOLUTION



SCALE 1" = 200'

LEGEND

Existing Easement
Proposed Permanent Easement
Proposed Temporary Easement

Clarence D Embury, L. S. 50024

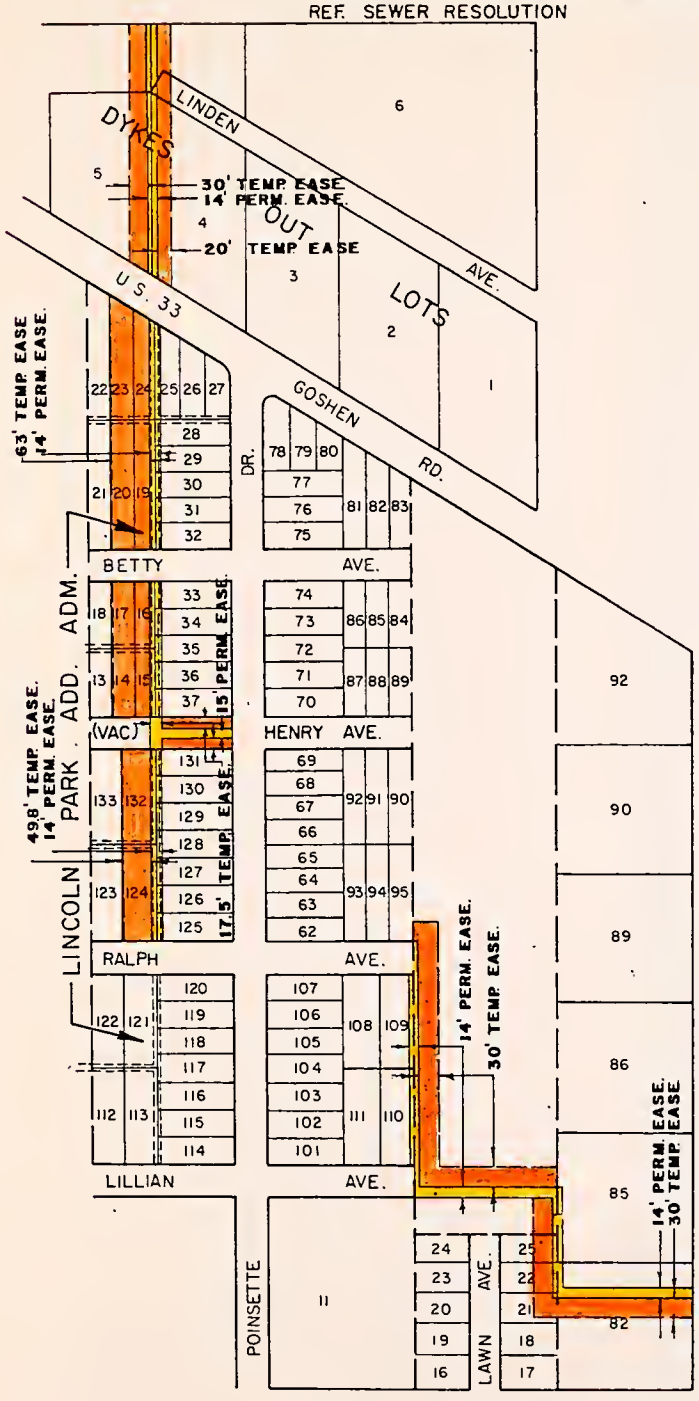
_____, 1980

1 14

LINCOLN PARK PHASE I
STORM SEWER

EASEMENT RESOLUTION NUMBER 210-80

PERMANENT & TEMPORARY EASEMENTS
REF. SEWER RESOLUTION



LEGEND

- Existing Easement
- Proposed Permanent Easement
- Proposed Temporary Easement

Clarence D Embury, L.S. S0024

_____, 1980

70-48-5 H.J. 11/4/80

PERPETUAL RIGHT OF WAY
AND EASEMENT

THIS AGREEMENT, made this 14th day of November, 1980, by and between CITY OF FORT WAYNE, INDIANA acting by and through its Board of Public Works (hereinafter called the "Grantor"), and ONE SUMMIT ASSOCIATES, a Massachusetts limited partnership, (hereinafter called the "Grantee"),

WITNESSETH:

WHEREAS, Grantee is the owner of certain real estate immediately abutting the north side of Washington Boulevard between Clinton Street and Calhoun Street in the City of Fort Wayne, Indiana, which said real estate is described as follows:

> Lots Numbered 186, except for the east 5 feet thereof, 187, 188, 189 and 190 and the vacated alley lying between said Lots Numbered 187 and 188 in the Original Plat of the Town (now City) of Fort Wayne, Allen County, Indiana, according to the recorded plat thereof recorded in the Office of the Recorder of Allen County, Indiana, except certain reservations of air space above the 830 feet elevation above mean sea level over said Lots Numbered 186, except for the east 5 feet thereof, 187 and the east 11 feet of Lot 188 and said vacated alley lying between said Lots Numbered 187 and 188;

on which Grantee is constructing a multi-story office building to be known as One Summit Square; and

WHEREAS, Grantor is the owner of all the real estate immediately abutting the south side of Washington Boulevard between Clinton Street and Calhoun Street, which said real estate is described as follows:

> Lots Numbered 106, 107, 108, 109, 110, 111 and 112 and the vacated alley lying between said Lots 108 and 109 in Samuel Hanna's First Addition to the City of Fort Wayne, Allen County, Indiana;

on which it is constructing a multi-level parking garage to be known as the Fort Wayne Municipal Parking Garage; and

WHEREAS, on October 30, 1980 the Board of Public Works of Grantor, after public hearing, adopted a Resolution confirming its Declaratory Resolution No. 1441 adopted on October 9, 1980 granting Grantee permission to construct, install, erect, occupy, maintain, improve, replace and remove an overhead pedestrian bridge structure across Washington Boulevard, in the location between Clinton Street and Calhoun Street in the City of Fort Wayne, ("Bridge"), more particularly described in Exhibit "A" hereto, which Bridge will be built in substantial compliance with the Plans prepared by Kevin Roche, John Dinkeloo & Associates, as Project 7201 dated October 19, 1977; and

WHEREAS, by said Resolution, Grantor also resolved to grant to Grantee, its successors and assigns, a perpetual right of way and easement to construct, install, erect, occupy, maintain, improve, replace and remove the Bridge in the air space as more particularly described in Exhibit "A" hereto; and

WHEREAS, by said Resolution, Grantor also resolved to grant to Grantee, its successors and assigns, a perpetual easement to construct, install, erect, occupy, maintain, improve, replace and remove a column (including the foundation and footings therefor) to support the Bridge, in, under and on each of those parts of Washington Boulevard more particularly described in Exhibit "B" hereto ("Columns"); and

WHEREAS, Grantor and Grantee desire to execute a perpetual right of way and easement agreement to be recorded in the office of the Recorder of Allen County, Indiana;

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) cash, the receipt of which is hereby acknowledged, the mutual benefits to be derived by the parties hereto from the construction of the Bridge, the faithful performance of the terms and conditions hereof by the parties hereto and other good and valuable consideration, the parties covenant and agree as follows:

1. Grantor does hereby give and grant unto Grantee, its successors and assigns, permission to construct and a perpetual right of way and easement in which to construct, install, erect, occupy, maintain, improve, replace and remove the Bridge in the air space described in Exhibit "A" hereto.

2. Grantor does hereby give and grant unto Grantee, its successors and assigns, a perpetual easement to construct, install, erect, occupy, maintain, improve, replace and remove the Columns and the foundations and footings therefor, in, under and on each of the parts of Washington Boulevard, in the City of Fort Wayne, Indiana, described in Exhibit "B" hereto.

3. Grantor also grants unto Grantee, its successors and assigns, a temporary easement, from time to time, in, on, under and over such additional parts of Washington Boulevard and Lot 110 in Samuel Hanna's First Addition to the City of Fort Wayne, Indiana as Grantee may need to construct, install, erect, occupy, maintain, improve, replace and remove the Bridge, the Columns and the foundations and footings therefor.

4. Grantee will pay or cause to be paid all costs of construction, installation, erection, occupancy, maintainance and removal of the Bridge and the Columns, including repairs necessary to the street and sidewalks below caused by Grantee's exercise of the rights granted herein and will indemnify, defend, protect and hold City harmless from and against any and all liability, claims, expense, damages, actions and causes of action arising out of Grantee exercising the rights granted herein.

5. The obligations of Grantee herein shall be deemed to be obligations running with the above-described real estate upon which One Summit Square is being constructed and, by granting the rights herein, Grantor agrees to look only to the then owner of that real estate for the performance of these obligations.

6. No partner of Grantee or of its General Partner, Linnaeus Realty Company, shall be personally liable for the observance or performance of Grantee's obligations hereunder, all such liability by them being limited to the partnership assets of Grantee.

7. This agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed by the undersigned on the date first written above.

CITY OF FORT WAYNE, INDIANA, acting by and through its Board of Public Works with the approval of its Mayor

BOARD OF PUBLIC WORKS

By _____
Mark L. Akers
Chairman

By _____
Roberta Anderson Staten
Member

By _____
Herbert R. Gamache
Member

APPROVED:

By _____
Winfield C. Moses, Jr.
Mayor

Attest:

_____
Sandra E. Kennedy
Clerk for the Board of Works

Approved as to form and legality this 14th day of November, 1980

_____
Richard I. Snouffer
Associate City Attorney

ONE SUMMIT ASSOCIATES, a
Massachusetts Limited
Partnership

By Linnaeus Realty Company,
as its general partner

By _____

Partner

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Winfield C. Moses, Jr., Mayor of the City of Fort Wayne, Indiana, and Mark L. Akers, Roberta Anderson Staten ~~and Herbert R. Camacho~~, known by me to be all of the Members of the Board of Public Works of the City of Fort Wayne, Indiana, and Sandra E. Kennedy, Clerk of said Board, who executed the foregoing instrument and acknowledged to me that they did so execute same in the name and on behalf of the City of Fort Wayne, Indiana as such Mayor and Board Members and Clerk, respectively, and that the same is their free act and deed as such Mayor, Board Members and Clerk and the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 14th day of November, 1980.

I am a resident of
Allen County, Indiana
and my Commission expires:

3-6-84

_____
Notary Public

COMMONWEALTH OF MASSACHUSETTS)
) SS:
COUNTY OF SUFFOLK)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ _____, known to me to be a partner in Linnaeus Realty Company, a partnership, and acknowledged the execution of the foregoing instrument to be his free and voluntary act and deed as a duly authorized general partner of Linnaeus Realty Company and the free and voluntary act and deed of Linnaeus Realty Company, as the duly authorized general partner of One Summit Associates.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this _____ day of _____, 1980.

I am a resident of
Middlesex County,
Massachusetts, and
my Commission expires:

_____
Notary Public

_____

This instrument prepared by William P. Fagan of Livingston, Dildine, Haynie & Yoder, 425 Lincoln Tower, Fort Wayne, Indiana 46802.

A part of the Southeast Quarter of Section 2, Township 30 North, Range 12 East, Allen County, Indiana, more particularly described as follows:
Beginning at a point on the north right of way line of Washington Boulevard, 99.3 feet east of the intersection of the north right of way line of Washington Boulevard with the east right of way line of Calhoun Street, in the City of Fort Wayne, Allen County, Indiana; thence east along the north right of way line of Washington Boulevard, a distance of 11 feet; thence south to a point on the north exterior wall of the Fort Wayne Municipal Parking Garage as located on Lot No. 110 in Samuel Hanna's First Addition to the City of Fort Wayne, being a distance of 66.5 feet more or less, said point being 110.3 feet east of the east right of way line of Calhoun Street; thence west along said north exterior wall of the Fort Wayne Municipal Parking Garage, a distance of 11 feet; thence north to the place of beginning, being a distance of 66.5 feet more or less, from 806 feet above sea level to 791 feet above sea level according to the datum shown on the Plans.

EXHIBIT "A"

Commencing at the northwest corner of Lot Numbered 110 in Samuel Hanna's First Addition to the City of Fort Wayne, Allen County, Indiana, thence east along the north line of said Lot Numbered 110 a distance of 98 feet to the True Point of Beginning; thence continuing east along said north line a distance of 16 feet; thence north a distance of 5 feet; thence west parallel with said north line a distance of 16 feet; thence south a distance of 5 feet to the True Point of Beginning.

And

Commencing at a point on the South line of Lot #189 of the Original Plat of the Town (now City) of Fort Wayne, Indiana, according to the plat thereof, as recorded in the Office of the Recorder of Allen County, Indiana, which is one hundred feet, six and one-half inches East of the Southwest corner of Lot #190 of said addition; thence in a Southerly direction into the public right-of-way known as Washington Boulevard, a distance of five feet, two inches; thence in an Easterly direction parallel to and constantly five feet, two inches South of the South line of Lot #189 of said addition, a distance of eleven feet; thence in a Northerly direction a distance of four feet, two inches; thence in a Westerly direction parallel to and constantly one foot South of the South line of Lot #189 of said addition a distance of three feet; thence in a Northerly direction a distance of one foot to a point on the South line of Lot #189 of said addition, said point being one hundred eight feet, six and one-half inches East of the Southwest corner of Lot #190 of said addition; thence in a Westerly direction along the South line of Lot #189 a distance of eight feet to the point of beginning.

EXHIBIT "B"

14 16

70-48-4 M.I. 11/4/80

LEASE SUPPLEMENT

This LEASE SUPPLEMENT to the Lease dated August 3, 1979 ("Lease") between the City of Fort Wayne, Fort Wayne, Indiana ("Landlord") and Indiana & Michigan Electric Company, an Indiana corporation ("Tenant"),

WITNESSETH:

WHEREAS, Landlord has completed construction of the Fort Wayne Municipal Parking Garage recited in the Lease and hereby certifies that the Fort Wayne Municipal Parking Garage is fit for the purposes for which it was constructed and is ready for occupancy by Tenant; and

WHEREAS, all necessary permits required for the operation of the Fort Wayne Municipal Parking Garage have been obtained by Landlord,

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, Landlord and Tenant hereby agree as follows:

1. Tenant hereby reconfirms that it has hired and Landlord hereby reconfirms that it has leased the following identified parking spaces:

Aggregate Amount	Identification Numbers	Days	Daily Period
40	(See Ex.#1 attached)	Sunday through Saturday	24 hours
110	(See Ex.#1 attached)	Monday through Friday	7:30 A.M. to 6:30 P.M.

There is attached hereto as Appendix A a Plan showing the location and size of each identified parking space.

2. The Lease Term is to commence on November 15, 1980.

IN WITNESS WHEREOF, Landlord and Tenant have caused this LEASE SUPPLEMENT to be duly executed this 14th day of November, 1980.

CITY OF FORT WAYNE, acting by and through its Board of Public Works with the approval of its Mayor

BOARD OF PUBLIC WORKS

By _____
Mark Akers
Chairman

By _____
Roberta Anderson Staten
Member

By _____
Herbert R. Gamache
Member

Attest:

_____
Sandra E. Kennedy
Clerk

Approved:

_____
Winfield C. Moses, Jr.
Mayor

Approved as to form and legality:

_____
Richard I. Snouffer
Associate City Attorney

16

INDIANA & MICHIGAN ELECTRIC COMPANY

By William A. Black
William A. Black
President

Attest:

Carl J. Moos
~~Warren O. Koltner~~ CARL J. MOOS
Assistant Secretary

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared Winfield C. Moses, Jr., Mayor of the City of Fort Wayne, Indiana, and Mark Akers, Roberta Anderson Staten ~~and Herbert P. Camacho~~, known by me to be all of the Members of the Board of Public Works of the City of Fort Wayne, Indiana, and Sandra E. Kennedy, Clerk of said Board, who executed the foregoing Lease and acknowledged to me that they did so execute same in the name and on behalf of the City of Fort Wayne, Indiana as such Mayor, Board Members and Clerk, respectively, and that the same is their free act and deed as such Mayor, Board Members and Clerk, and the free act and deed of said City.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix my official seal.

Anne J. Zoot
Notary Public

I am a resident of Allen
County, State of Indiana, and
my commission expires:
3-6-84

16

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared William A. Black and ~~Warren D. Kolbe~~ CARL J. MOOS, known to me to be the President and Assistant Secretary, respectively, of Indiana & Michigan Electric Company, an Indiana corporation, and acknowledged the same execution of the foregoing Lease, that they did so sign the same in the name and on behalf of said corporation as such officers, that the same is their free act and deed, and the free corporate act and deed of said corporation, and that they were duly authorized thereunto by the Board of Directors of said corporation.

IN WITNESS WHEREOF, I hereunto subscribe my name and official seal.

Phyllis E. Burdan
Notary Public

I am a resident of Kosciusko
County, State of Indiana, and
my commission expires:

April 27, 1982

This instrument prepared by David G. Hume, Esq. of American Electric Power Service Corporation, 2 Broadway, New York, New York 10004 and William P. Fagan, Esq. of Livingston, Dildine, Haynie & Yoder, 425 Lincoln Bank Tower, Fort Wayne, Indiana 46802 and Richard D. Robinson, Esq. of Rothberg, Gallmeyer, Fruechtenicht & Logan, Mezzanine Floor, Indiana Bank Building, Fort Wayne, Indiana 46802.

EXHIBIT 1

The parking spaces in the Fort Wayne Municipal Parking Garage leased to Indiana & Michigan Electric Company pursuant to the terms of the Lease between it as "Tenant" and the City of Fort Wayne, Indiana as "Landlord" dated August 3, 1979 as amended on November 14, 1980 are as follows:

(a) From 7:30 A.M. Through 6:30 P.M.
459 through 465, 392 through 398, 401 through 418, 369 through 391 and 290 through 342, all inclusive.

(b) 24 Hour Spaces - 419 to 458, inclusive.

(c) Additional Spaces Pursuant to Article IV
1 through 15, 19 through 34, 270 through 289, 241 through 269, 107 through 131, 136 through 166, 169 through 190 and 225 through 240, all inclusive.

70-18-2 H.I.
11/14/80

LEASE SUPPLEMENT

This LEASE SUPPLEMENT to the Lease dated August 3, 1979 ("Lease") between the City of Fort Wayne, Fort Wayne, Indiana ("Landlord") and Peoples Trust Bank, an Indiana banking corporation ("Tenant"),

WITNESSETH:

WHEREAS, Landlord has completed construction of the Fort Wayne Municipal Parking Garage recited in the Lease and hereby certifies that the Fort Wayne Municipal Parking Garage is fit for the purposes for which it was constructed and is ready for occupancy by Tenant; and

WHEREAS, all necessary permits required for the operation of the Fort Wayne Municipal Parking Garage have been obtained by Landlord,

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, Landlord and Tenant hereby agree as follows:

1. Tenant hereby reconfirms that it has hired and Landlord hereby reconfirms that it has leased the following identified parking spaces:

Aggregate Amount	Identification Numbers	Days	Daily Period
10	(See Ex.#1 attached)	Sunday through Saturday	24 hours
40	(See Ex.#1 attached)	Monday through Friday	7:30 A.M. to 6:30 P.M.

There is attached hereto as Appendix A a Plan showing the location and size of each identified parking space.

2. The Lease Term is to commence on November 15, 1980.

IN WITNESS WHEREOF, Landlord and Tenant have caused this LEASE SUPPLEMENT to be duly executed this 14th day of November, 1980.

CITY OF FORT WAYNE, acting by and through its Board of Public Works with the approval of its Mayor

BOARD OF PUBLIC WORKS

By _____
Mark Akers
Chairman

By _____
Roberta Anderson Staten
Member

By _____
Herbert R. Gamache
Member

Attest:

_____
Sandra E. Kennedy
Clerk

Approved:

_____
Winfield C. Moses, Jr.
Mayor

Approved as to form and legality:

_____
Richard I. Snouffer
Associate City Attorney

PEOPLES TRUST BANK

By _____
Donnelly P. McDonald, Jr.
Chairman of the Board of Directors

Attest:

_____
Richard C. Burrows
Secretary

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared Winfield C. Moses, Jr., Mayor of the City of Fort Wayne, Indiana, and Mark Akers, Roberta Anderson Staten ~~and Herbert R. Camacho~~, known by me to be all of the Members of the Board of Public Works of the City of Fort Wayne, Indiana, and Sandra E. Kennedy, Clerk of said Board, who executed the foregoing Lease and acknowledged to me that they did so execute same in the name and on behalf of the City of Fort Wayne, Indiana as such Mayor, Board Members and Clerk, respectively, and that the same is their free act and deed as such Mayor, Board Members and Clerk, and the free act and deed of said City.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix my official seal.

_____
Notary Public

I am a resident of Allen
County, State of Indiana, and
my commission expires:
3-6-84

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared Donnelly P. McDonald, Jr. and Richard C. Burrows, known to me to be the Chairman of the Board of Directors and Secretary, respectively, of Peoples Trust Bank, an Indiana banking corporation, and acknowledged the same execution of the foregoing Lease, that they did so sign the same in the anme and on behalf of said corporation as such officers, that the same is their free act anddeed, and the free corporate act and deed of said corporation, and that they were duly authorized thereunto by the Board of Directors of said corporation.

IN WITNESS WHEREOF, I hereunto subscribe my name and official seal.

Notary Public Shirley L Carson PHILIP L-CARSON

I am a resident of Allen County, State of Indiana, and my commission expires:

July 31, 1984

This instrument prepared by David G. Hume, Esq. of American Electric Power Service Corporation, 2 Broadway, New York, New York 10004 and William P. Fagan, Esq. of Livingston, Dildine, Haynie & Yoder, 425 Lincoln Bank Tower, Fort Wayne, Indiana 46802 and Richard D. Robinson, Esq. of Rothberg, Gallmeyer, Fruechtenicht & Logan, Mezzanine Floor, Indiana Bank Building, Fort Wayne, Indiana 46802.

EXHIBIT 1

The parking spaces in the Fort Wayne Municipal Parking Garage leased to Peoples Trust Bank pursuant to the terms of the Lease between it as "Tenant" and the City of Fort Wayne, Indiana as "Landlord" dated August 3, 1979 as amended on November 14, 1980 are as follows:

(a) From 7:30 A.M. Through 6:30 P.M.
46 through 76 and 84 through 92, inclusive.

(b) 24 Hour Spaces - 93 through 102.

(c) Additional Spaces Pursuant to Article IV
16 through 18, 35 through 45, 77 through 83, 343 through 368, 103 through 106 and 132 through 135, all inclusive.

7779

70-48-3 N.I 11/14/80

AMENDMENT TO LEASE

This Amendment to Lease made and entered into on this 14th day of November, 1980 by and between the City of Fort Wayne, Indiana acting by and through its Board of Public Works, with the approval of its Mayor ("Landlord") and Indiana & Michigan Electric Company, an Indiana corporation having its principal offices in the City of Fort Wayne, Indiana ("Tenant"), being the same parties defined as "Landlord" and "Tenant" respectively in that the certain Lease between them dated August 3, 1979 relative to parking spaces in the Fort Wayne Municipal Parking Garage ("Lease"), to which this is an Amendment,

WITNESSETH:

WHEREAS, One Summit Square is a multi-story office building being constructed on the block immediately north of the block on which the Fort Wayne Municipal Parking Garage is being constructed; and

WHEREAS, Tenant will occupy office space in One Summit Square pursuant to the terms of a Lease dated October 25, 1978, a Memorandum of which was recorded in the Office of the Recorder of Allen County, Indiana, on November 3, 1978 as Document No. 78-35496; and

WHEREAS, when negotiating the Lease the parties believed that the Fort Wayne Municipal Parking Garage would be completed at approximately the same time as One Summit Square is completed; and

WHEREAS, Landlord has advised Tenant that the Fort Wayne Municipal Parking Garage will be completed and ready for occupancy on November 15, 1980; and

WHEREAS, the parties desire that the "Primary Term" of the Lease, as that term is defined therein, commence concurrently with the commencement of the original term of the Lease pursuant to which Tenant occupies the office space which it will occupy in One Summit Square;

NOW, THEREFORE, for and in consideration of the mutual benefits to be derived therefrom, the parties hereto agree as follows:

1. Article II of the Lease be, and it hereby is amended to read as follows:

"Article II. Term

The term of the Lease shall commence on the date specified in the Lease Supplement which shall be November 15, 1980, and, unless sooner terminated as hereinafter provided, shall continue (i) for an interim term (the "Interim Term") from the date of commencement of the Lease to the end of the month immediately preceding the first full month of the term of Tenant's Lease for office space in One Summit Square and (ii) for a primary term (the "Primary Term") commencing on the first day of the month immediately succeeding the expiration of the

Interim Term, and continuing for a period of thirty-five (35) years thereafter (such Interim Term and such Primary Term being hereinafter referred to collectively as the "Initial Term")."

2. Section 1 of Article III of the Lease be, and it hereby is amended to read as follows:

"Article III. Rent

Section 1. Tenant shall pay rent for the parking spaces hereby leased, at the times and in the manner herein provided, without notice or demand, as follows:

(a) For the fractional month of the Interim Term, from November 15, 1980, through November 30, 1980, an amount equal to fifty percent (50%) of the monthly rental specified in subparagraph (b) hereof; and, for each full month of the Interim Term thereafter, an amount equal to 1/12th of the annual rental hereinafter set forth.

(b) During the Primary Term, (i) the sum of Forty Dollars ($40.00) per month for each of the one hundred ten (110) parking spaces designated for use during the hours of 7:30 A.M. through 6:30 P.M., for an aggregate rent of Fifty-Two Thousand Eight Hundred Dollars ($52,800.00) per annum, and (ii) the sum of Forty-Eight Dollars ($48.00) per month for each of the forty (40) parking spaces designated for unlimited use, for an aggregate rent of Twenty-Three Thousand Forty Dollars ($23,040.00) per annum, for a total aggregate rent for both (i) and (ii) of Seventy-Five Thousand Eight Hundred Forty Dollars ($75,840.00) per annum."

3. Section 1 of Article V of the Lease be, and it hereby is amended to read as follows:

"Article V. Renewal Option

Section 1. After the expiration of the Initial Term, Tenant, at its sole election, shall have the right to renew this Lease for a total of up to four (4) consecutive five (5) year renewal periods, commencing on the expiration of the Initial Term. Tenant shall give Landlord notice of such election not later than six (6) months prior to the end of the Initial Term with respect to the first renewal period and not later than six (6) months prior to the end of each five (5) year renewal term with respect to the next succeeding five (5) year renewal term. Upon giving such notice, this Lease thereupon shall be deemed renewed for such renewal term with the same force and effect as if such renewal term had been originally included in the term of this Lease."

4. The attached form of "Lease Supplement" is substituted as Exhibit "B" to the Lease.

5. All other provisions of the Lease are hereby ratified and confirmed. Specifically, the parties acknowledge that no change is intended in Article IV of the Lease.

CITY OF FORT WAYNE, INDIANA,
acting by and through its Board
of Public Works with the approval
of its Mayor

BOARD OF PUBLIC WORKS

By _____
Mark L. Akers
Chairman

By _____
Roberta Anderson Staten
Member

APPROVED:

By _____
Winfield C. Moses, Jr.
Mayor

77-97

By _____
Herbert R. Gamache
Member

Attest:

Sandra E. Kennedy
Clerk for the Board of Works

Approved as to form and legality
this 14th day of November, 1980

Richard I. Snouffer
Associate City Attorney

INDIANA & MICHIGAN ELECTRIC COMPANY

By William A. Black
William A. Black
President

Attest:

~~Warren O. Koltnow~~ CARL J. MOOS
Assistant Secretary

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared Winfield C. Moses, Jr., Mayor of the City of Fort Wayne, Indiana, and Mark L. Akers, Roberta Anderson Staten ~~and Herbert R. Gamache~~, known by me to be all of the Members of the Board of Public Works of the City of Fort Wayne, Indiana, and Sandra E. Kennedy, Clerk of said Board, who executed the foregoing Amendment to Lease and acknowledged to me that they did so execute same in the name and on behalf of the City of Fort Wayne, Indiana as such Mayor, Board Members and Clerk, respectively, and that the same is their free act and deed as such Mayor, Board Members and Clerk, and the free act and deed of said City.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix my official seal.

Notary Public

I am a resident of
Allen County, Indiana
and My Commission Expires:

3-6-84

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared William A. Black and ~~Warren~~ CARL J. MOOS ~~O. Keltner~~, known to me to be the President and Assistant Secretary, respectively, of Indiana & Michigan Electric Company, an Indiana corporation, and acknowledged the same execution of the foregoing Amendment to Lease, that they did so sign the same in the name and on behalf of said corporation as such officers, that the same is their free act and deed, and the free corporate act and deed of said corporation, and that they were duly authorized thereunto by the Board of Directors of said corporation.

IN WITNESS WHEREOF, I hereunto subscribe my name and official seal.

Dayelia E. Buchan
Notary Public

I am a resident of
Kosciusko ~~Allen~~ County, Indiana
and My Commission Expires:

April 27, 1982

This instrument prepared by William P. Fagan, Esq. of Livingston, Dildine, Haynie & Yoder, 425 Lincoln Bank Tower, Fort Wayne, Indiana 46802 and Richard I. Snouffer, Esq. of Snouffer, Haller & Colvin 2000 Fort Wayne National Bank Building, Fort Wayne, Indiana 46802.

'78

70-48-1 H.I. 11/4/80

AMENDMENT TO LEASE

This Amendment to Lease made and entered into on this 14th day of November, 1980 by and between the City of Fort Wayne, Indiana acting by and through its Board of Public Works, with the approval of its Mayor ("Landlord") and Peoples Trust Bank, an Indiana corporation having its principal offices in the City of Fort Wayne, Indiana ("Tenant"), being the same parties defined as "Landlord" and "Tenant" respectively in that the certain Lease between them dated August 3, 1979 relative to parking spaces in the Fort Wayne Municipal Parking Garage ("Lease"), to which this is an Amendment,

WITNESSETH:

WHEREAS, One Summit Square is a multi-story office building being constructed on the block immediately north of the block on which the Fort Wayne Municipal Parking Garage is being constructed; and

WHEREAS, Tenant will occupy office space in One Summit Square pursuant to the terms of a Lease dated October 25, 1978, a Memorandum of which was recorded in the Office of the Recorder of Allen County, Indiana, on November 3, 1978 as Document No. 78-35497; and

WHEREAS, when negotiating the Lease the parties believed that the Fort Wayne Municipal Parking Garage would be completed at approximately the same time as One Summit Square is completed; and

WHEREAS, Landlord has advised Tenant that the Fort Wayne Municipal Parking Garage will be completed and ready for occupancy on November 15, 1980; and

WHEREAS, the parties desire that the "Primary Term" of the Lease, as that term is defined therein, commence concurrently with the commencement of the original term of the Lease pursuant to which Tenant occupies the office space which it will occupy in One Summit Square;

NOW, THEREFORE, for and in consideration of the mutual benefits to be derived therefrom, the parties hereto agree as follows:

1. Article II of the Lease be, and it hereby is amended to read as follows:

"Article II. Term

The term of the Lease shall commence on the date specified in the Lease Supplement which shall be November 15, 1980, and, unless sooner terminated as hereinafter provided, shall continue (i) for an interim term (the "Interim Term") from the date of commencement of the Lease to the end of the month immediately preceding the first full month of the term of Tenant's Lease for office space in One Summit Square and (ii) for a primary term (the "Primary Term") commencing on the first day of the month immediately succeeding the expiration of the

Interim Term, and continuing for a period of thirty-five (35) years thereafter (such Interim Term and such Primary Term being hereinafter referred to collectively as the "Initial Term")."

2. Section 1 of Article III of the Lease be, and it hereby is amended to read as follows:

"Article III. Rent

Section 1. Tenant shall pay rent for the parking spaces hereby leased, at the times and in the manner herein provided, without notice or demand, as follows:

(a) For the fractional month of the Interim Term, from November 15, 1980, through November 30, 1980, an amount equal to fifty percent (50%) of the monthly rental specified in subparagraph (b) hereof; and, for each full month of the Interim Term thereafter, an amount equal to 1/12th of the annual rental hereinafter set forth.

(b) During the Primary Term, (i) the sum of Forty Dollars ($40.00) per month for each of the forty (40) parking spaces designated for use during the hours of 7:30 A.M. through 6:30 P.M., for an aggregate rent of Nineteen Thousand Two Hundred Dollars ($19,200.00) per annum, and (ii) the sum of Forty-Eight Dollars ($48.00) per month for each of the ten (10) parking spaces designated for unlimited use, for an aggregate rent of Five Thousand Seven Hundred Sixty Dollars ($5,760.00)per annum, for a total aggregate rent for both (i) and (ii) of Twenty-four Thousand Nine Hundred Sixty Dollars ($24,960.00) per annum."

3. Section 1 of Article V of the Lease be, and it hereby is amended to read as follows:

"Article V. Renewal Option

Section 1. After the expiration of the Initial Term, Tenant, at its sole election, shall have the right to renew this Lease for a total of up to four (4) consecutive five (5) year renewal periods, commencing on the expiration of the Initial Term. Tenant shall give Landlord notice of such election not later than six (6) months prior to the end of the Initial Term with respect to the first renewal period and not later than six (6) months prior to the end of each five (5) year renewal term with respect to the next succeeding five (5) year renewal term. Upon giving such notice, this Lease thereupon shall be deemed renewed for such renewal term with the same force and effect as if such renewal term had been originally included in the term of this Lease."

4. The attached form of "Lease Supplement" is substituted as Exhibit "B" to the Lease.

5. All other provisions of the Lease are hereby ratified and confirmed. Specifically, the parties acknowledge that no change is intended in Article IV of the Lease.

CITY OF FORT WAYNE, INDIANA,
acting by and through its Board
of Public Works with the approval
of its Mayor

BOARD OF PUBLIC WORKS

By _____
Mark L. Akers
Chairman

By _____
Roberta Anderson Staten
Member

APPROVED:

By _____
Winfield C. Moses, Jr.
Mayor

By _____
Herbert R. Gamache
Member

Attest:
Sandra E. Kennedy
Clerk for the Board of Works

Approved as to form and legality
this 7th day of November, 1980

Richard I. Snouffer
Associate City Attorney

PEOPLES TRUST BANK

By _____
Donnelly P. McDonald, Jr.
Chairman of the
Board of Directors

Attest:
Richard C. Burrows
Secretary

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared Winfield C. Moses, Jr., Mayor of the City of Fort Wayne, Indiana, and Mark L. Akers, Roberta Anderson Staten ~~and Herbert R. Gamache~~, known by me to be all of the Members of the Board of Public Works of the City of Fort Wayne, Indiana, and Sandra E. Kennedy, Clerk of said Board, who executed the foregoing Amendment to Lease and acknowledged to me that they did so execute same in the name and on behalf of the City of Fort Wayne, Indiana as such Mayor, Board Members and Clerk, respectively, and that the same is their free act and deed as such Mayor, Board Members and Clerk, and the free act and deed of said City.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix my official seal.

_____
Notary Public

I am a resident of
Allen County, Indiana
and My Commission Expires:
3-6-84

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared Donnelly P. McDonald, Jr. and Richard C. Burrows, known to me to be the Chairman of the Board of Directors and Secretary, respectively, of Peoples Trust Bank, an Indiana corporation, and acknowledged the same execution of the foregoing Amendment to Lease, that they did so sign the same in the name and on behalf of said corporation as such officers, that the same is their free act and deed, and the free corporate act and deed of said corporation, and that they were duly authorized thereunto by the Board of Directors of said corporation.

IN WITNESS WHEREOF, I hereunto subscribe my name and official seal.

Shirley L. Carson
SHIRLEY L. CARSON Notary Public

I am a resident of
Allen County, Indiana
and My Commission Expires:

July 31, 1984

This instrument prepared by William P. Fagan, Esq. of Livingston, Dildine, Haynie & Yoder, 425 Lincoln Bank Tower, Fort Wayne, Indiana 46802 and Richard I. Snouffer, Esq. of Snouffer, Haller & Colvin, 2000 Fort Wayne National Bank Building, Fort Wayne, Indiana 46802.

70-44-36 H.I.
11/12/80

RESOLUTION NO. 70-44-36

WHEREAS: A definite need exists for immediate identifications of temporary repairs made by a utility to the roadway surface; and,

WHEREAS: A national policy on color coding of roadway cuts exists and has been adopted by the Indiana State Highway Commission; and,

WHEREAS: The joint Utility Location and Coordinating Committee of Fort Wayne and Allen County request adoption of the national color coding system to eliminate conflicting color codes between cuts on State and City routes;

NOW THEREFORE: The Board of Public Works of the City of Fort Wayne, Indiana hereby deems it necessary to adopt the following color codes for marking roadway cuts and utility locations;

Utility	Color
Electric	Safety Red
Gas	Safety Yellow
Communications	Safety Alert Orange
Water	Safety Precaution Blue
Sewer	Safety Green
Steam	Safety White
Oil	Gray
Cable TV	Pink
Surveying	Safety Purple

and such color coding shall become effective January 1, 1981. Where more than one utility company exists in a classification such as Electric or Communications, the respective companies shall use a stencil with their initials along with the appropriate color for ease in identifying the specific road cut.

Adopted this 12th day of November 1980.

BOARD OF PUBLIC WORKS

Attest:
Clerk

79 81

City of Fort Wayne

ENGINEERING DEPARTMENT

CITY–COUNTY BUILDING
ONE MAIN STREET

FORT WAYNE, INDIANA 46802

November 6, 1980

BOARD OF PUBLIC WORKS

Dear Sirs:

The Indiana State Highway Commission has mandated that all utility locations and roadway cuts be identified with specific color codes starting January 1, 1981.

As you are probably aware, the utilities in Allen County and the City of Fort Wayne are already identified by color code. However, the State mandate is requiring a change in that existing code. Therefore, in an effort to not only reduce the stocking of various colors of paint for each of the utilities, but more importantly to reduce the confusion that the permit departments and contractors would experience from utilities using more than one color, we pray, that the following resolution be adopted and become a matter of policy to be enforced by the appropriate Right of Way Permit offices.

Respectfully yours,

David A. Hiatt

Secretary,
Fort Wayne and Allen County
Utility Location and Coordinating Committee

DAH/jg

70-44-36 H.I.
11/12/80

80

70-42-24 11/12/80

TELEPHONE
293-6423
293-5242

AIR MAPS, INC.

55316 JAY DEE STREET ELKHART, INDIANA 46514

COMPLETE
PHOTOGRAMMETRIC AND
AERIAL PHOTOGRAPHIC
SERVICES

November 11, 1980

Carl E. O'Neal
City Engineering Department
City-County Building, Room 750
Fort Wayne, Indiana 46802

NOV 1 1 1980
C&D
TRANSPORTATION

Re: Aerial Survey - Maumee, St. Mary's,
St. Joseph Rivers and Spy Run Creek

Dear Carl:

In accordance with our meeting of November 6, 1980 regarding river bottom topography we offer the following proposal for aerial surveying and photogrammetric engineering services:

Project Limits:

Maumee River west from Anthony Blvd., St. Joseph River south from U.S. 30 By-Pass., St. Mary's River south to Baer Field Thruway, Spy Run Creek south from Coliseum Boulevard.

General mapping limits to extend to 250' each side of the river centerlines.

1. To photograph the rivers and creek and to furnish two sets of 9" x 9" aerial photographs at a scale of 1" = 660' and two sets of photographic indexes the cost would be $1,375.00

2. To compile topographic maps at a scale of 1" = 200' with a 2' contour interval and update existing O.N.R. flood plain map scribe coats and produce two sets of mylar tracings from the scribe coats the cost would be $7,728.00

Total Project Cost - $9,103.00

We intend to utilize existing horizontal and vertical field survey data for control. We may require some additional vertical control and it is our understanding that the City will provide this data.

60

AIR MAPS, INC.

The primary objective is to obtain topography of the river bottoms while the rivers have been dewatered as well as to show all improvements within the proposed 500 foot strip limits. We will, however, make any additional major changes within the limits of the photography.

We have included costs for two sets of all delivery items. One set for the City of Fort Wayne and the other set for the Department of Natural Resources.

All work will be done in accordance with Department of Natural Resources specifications utilized when existing flood plain mapping was contracted thru D.N.R. The specifications are attached and are a part of this proposal.

We are looking forward to working with you on this important project. For your convenience we are making this a Contract Agreement, an executed copy of which will serve as your acceptance of this proposal.

If you should have any questions please do not hesitate to contact us.

Sincerely,

AIR MAPS, INC.

Barry N. Schaar
President

BNS/bl
Enc:

Accepted by: _____
For the City of Fort Wayne, Indiana

Date: 11/13/80

TECHNICAL PROVISIONS

SECTION I - PHOTOGRAPHY

TP-1. Photographic Work. The P/S shall photograph all of the areas necessary for photogrammetric topographic mapping of the area indicated on Exhibit "B", the quality and quantity of which shall conform to the precise technical requirements for the plotting instrument in which it is to be used. The altitude(s) flown and scale(s) of the photography shall be such as to fully comply with accepted human and plotting machine standards for the specified contour interval and map scale. However, before proceeding with the photographic work, the P/S shall submit a plan of the work and a description of the camera(s) and the plotting instrument(s) to be used. If the State determines that the plan and instruments to be used will not produce a map within specified accuracies, the P/S shall be so advised. The P/S shall also submit, in writing and upon execution of this contract, his determination of the number of stereo-models required at the photo scale(s) necessary for plotting on the equipment designated for this project.

TP-2. Camera (General). The photographs shall be taken with a single lens precision aerial mapping camera of a type meeting accepted standard specifications for photogrammetric topographic mapping of the accuracy required by these specifications. The P/S shall submit a copy of his latest camera calibration report or certificate as provided by the U.S. Geological Survey or the U.S. Bureau of Standarda and dated by such agency no more than one (1) year prior to the date of this contract.

TP-3. Flight Altitude. The altitudes to be flown and the scales of the photographs shall be such as to fully comply with the accepted standards for mapping at the specified contour interval and map scale on the specific plotters designated for this project.

TP-4. Flight Lines. All photographic strips shall be taken in unbroken flights. The mainbearings of adjacent strips shall be within five (5) degrees of parallel. Particular care shall be exercised to keep all flight lines as straight as possible. In no case shall the lack of parallelism between adjacent strips, or sections thereof, be such as to prevent the sidelap between strips from conforming with requirements herein. Flight lines for all aerial photography shall be oriented in as nearly a north-south or an east-west direction as possible. Diagonal flights for photography to be delivered to the State will not be accepted, even though a lesser number of stereo-plotting models may be realized by such non-cardinal directions.

TP-5. Overlap and Sidelap. The percentage amount of overlap in the line of flight and sidelap between adjacent flight strips shall be in accordance with accepted standards commensurate with the type of photography and photogrammetric plotting equipment used by the P/S and approved by the State. However, the minimum amount of overlap and sidelap, required by the State for future aerial photo work on this project, will be 60 percent (60%) and 30 percent (30%) respectively. All aerial photography to be delivered to the State will be suitable for stereoscopic viewing, by standard methods, of one-hundred (100) percent of the area outlined on Exhibit B.

TP-6. Crab. Any aeries of two or more consecutive photographs crabbed in excess of ten (10) degrees, as measured from the line of flight (the flight path or "tract" of the airplane as indicated by the principal points of consecutive photographs), will be considered unsatisfactory and will cause the rejection of that particular flight atrip. Any one flight course in which the average crab of all photographs, with respect to one flight line, exceeds five (5) degrees will be considered unsatisfactory and will be rejected.

TP-7. Tilt. Where negatives are obtained with the aerial camera in or near a vertical position, tilt (departure of the aerial camera from a vertical line at the time of exposure) shall not exceed four (4) degrees and shall not average more than one (1) degree for the entire project. Where negatives are obtained with the optical axis at a chosen tilt angle relative to the vertical, the obliqueness shall not vary more than four (4) degrees from one photograph to another nor average more than two (2) degrees for the entire project.

TP-8. Film. Only fresh, fine grained, high-speed panchromatic aerial film and glass plate emulsion shall be used. The film emulsion shall be one which is commercially known as "High Grade Topographic Base". The Engineer shall furnish film negatives on spools with suitable metal containers; and if glass plates are used, they shall be furnished in suitable containers in order to prevent damage during handling.

TP-9. Negatives. Negatives shall be clear and sharp in detail, fine-grained, of uniform average density, average contrast, free of clouds and cloud shadow, light streaks, static marks, and stains or other blemishes which, in the opinion of the State, render them unsuitable for their intended purpose.

TP-10. Film Processing. Special care shall be exercised to insure the proper development and the thorough fixation and washing of all film and to avoid distorting it in any way during processing and drying.

TP-11. Photographic Quality. Photographs which are not clear and sharp in detail and of average contrast, and not free from static marks, stains, and other blemishes which, in the opinion of the State, would interfere with their intended purpose, will be rejected.

TP-12. Indexing.

a. Negatives. Each exposure shall be numbered just within the exposed srea, in consecutive order throughout the project photography, starting with exposure number one on roll number one and continuing the numbering in consecutive order through all rolls exposed on the project. The project number, roll number, negative number, date, hour of exposure, calibrated focal length of the camera, and altitude above mean project height shall be indicated just outside the exposed area on the first and last negative of each flight strip, thus: P-1,R-1,4, May 3, 1966, 12:05, 153.20, 6000. Exposure and roll numbers shall not be duplicated within the project. The date and exposure number shall appear on each and every negative. The time shall be the Standard Time at the project site.

b. Reflights. All reflights required by the P/S or the State shall have negatives numbered as outlined above. Exposures and rolls shall be numbered in consecutive order with the other project photography. Exposure or roll numbers shall not be repeated within the project.

c. Container. The container for each roll of film, and the glass plates if used, which become the property of the State, shall be clearly labeled with "Department of Natural Resources", Indianapolis, Indiana, the name of the project, the number of the contract, the name of the P/S, the date or dates of exposure, type and serial number of camera, type and serial number of lens, calibrated focal length (in mm.), numbers of first and last exposures, the roll number (in the case of film), and the approximate scale of the photographs.

d. Photo Index Map. A copy of the photo-index map for the area as required by these specifications shall be delivered on 20-inch by 24-inch double-weight semi-matte paper at a legible scale. Photo-index (es) shall be prepared by directly photographing an assembly of single-weight non-glossy prints from all properly indexed and edited vertical negatives used for coverage of the area, carefully laid and stapled to match corresponding images as closely as possible, and clearly showing the roll and exposure number of each photograph. Said prints shall be made without mask and shall be trimmed to the edges of the usable photographic images. The color, tone, and contrast of all prints used shall be approximately the same. Should more than one index map be required to cover the area of photography, a small insert map indicating the portion of the same area which is covered by the individual sheet shall be included on each sheet. The first and last exposure of each flight line shall be so indicated by a white rectangular stick-up bearing the roll and exposure number in black. Said stick-up shall be placed on the photographic print over the corresponding negative annotation and prior to copying of the original photo-index board. A neatly executed title block of suitable size shall be placed at a convenient and easily read location on the photo-index map. The title block shall indicate the project name and State contract number, date of photography, camera name and type; lens name, number, and focal length; original photo scale and graphic bar scale of the photo-index, north arrow, the P/S name and address, and the name and address of the Department of Natural Resources.

TP-13. Photographic Materials to be Furnished.

a. Within thirty (30) calendar days after completion of all flights and reflights that may be required, the P/S shall furnish the State with the following:

1. One (1) complete set of unused contact prints of all exposures on all rolls, prepared on single-weight semi-matte finish commercial grade paper of a manufacturer approved by the State, and trimmed to the usable photographic image.

2. One (1) publication size copy of the aerial photo-index map(s) as described and specified in paragraph TP-12d preceding.

b. Upon completion of the topographic map compilation and prior to termination of this contract, the P/S shall furnish the State with the following:

1. One (1) complete set of contact prints of all exposures on all rolls as previously used by the P/S in preparation of the photo-index map and specified in paragraph TP-12d preceding.

2. One (1) complete set of contact prints of all exposures on all rolls as previously used by the P/S for his location of control or picture points needed for the topographic map compilation and as specified in paragraph TP-15 of these provisions.

3. All rolls of aerial film negatives of all flights properly taken, processed, indexed, contained, and labeled as herebefore specified.

4. All dispositive plates used by the P/S in the topographic map compilation, properly processed, contained, and labeled as herebefore specified.

SECTION 3 - MAP PREPARATION

TP-17. Compilation. The P/S shall compile by stereo-photogrammetric methods, supplemented by such ground and photo control methods as may be selected, base sets of topographic maps, developed on the State Plane Coordinate System and covering the areas shown on Exhibit "B", which shall be developed at a scale of one (1) inch equals two hundred (200) feet with a basic contour interval of two (2) feet.

Only precision stereo-plotting instruments of recognized proven accuracy and of a type approved by the State shall be used in the compilation work. From each base set, the P/S shall develop, in accordance with these specifications, one set of finished reproducible positive drawings for the area indicated on Exhibit "B" at the scale indicated above. The P/S is cautioned that the normal limiting factors or accuracy constants of operation of the stereo-plotting equipment and operating personnel may be exceeded by direct compilation at this specified scale and contour interval: When an excess is contemplated, the P/S shall re-evaluate the designated flight height, projection enlargement, and other functions; and eliminate this excess to normal values by compiling through a reducing-scale pantograph to the desired scale and contour interval. The P/S may also reduce the larger scale direct compilation to desired scale by photographic means, provided scale inaccuracies and/or distortions are not introduced. Scale reductions will be approved and accepted only during the compilation procedure. Scale reductions will not be approved or accepted by the State between the compilation and drafting stages.

a. Stereo-Photogrammetric Manuscripts.

1. Stereo-photogrammetric manuscripts shall be compiled on a highly dimensional stable media, and shall be compiled in pencil, black ink, or by scribing on an opaque media, at publication or larger scale, and on a suitable size sheet to contain one map sheet or one model, or on a 42-inch roll containing several consecutive models along the flight line. Prior to final submission, manuscripts which are developed on rolls shall be cut to sheet size of 28 x 42 inches.

2. Each manuscript shall contain all features obtained by photogrammetric and other means and specified in subsequent paragraphs of these specifications; excepting therefrom names, marginal and general notes, and titles. Only those names and general notes which may aid the P/S in subsequent developments of the manuscript need to be shown. However, each sheet shall contain the project name and means of identification, including geodetic or state plane grid values, model number (corresponding to photograph numbers from which the model was developed), and the number and position designation of adjoining models.

3. Manuscript symbolization shall be the same as the subsequent map drafting symbolization, except that weights and gauges may be approximated; provided however, that the modification does not distort the correct shape or orientation of any feature or create a doubt as to exactly what the symbol represents. All lettering may be done free hand. Each manuscript shall show both the date that the planimetry was completed and the date that the contouring was completed.

4. Upon completion of each manuscript sheet, one (1) print of each sheet shall be submitted to the State for review. Any corrections found to be necessary will be noted on the print and returned to the P/S within fifteen (15) calendar days after receipt of same.

5. Plotting and developing accuracies at the scale indicated in this Provision shall comply with that specified in paragraph TP-23 on accuracies.

TP-18. Drafting.

a. Reproducible Drawings.

1. From the base compilation of stereo-photogrammetric maouscripts, the P/S shall make one drawing, or a reproduction of a combioation of one or more drawings for each map sheet, from which a positive reproducible shall be made and furnished. All drafting media shall have at least the dimensional stability snd transparency of "Mylar", and shall be at least three-thousandths (0.003) of an inch

thick. The final drawing or reproduction shall contain all planimetric, topographic, and geographic features, including woodland areas. The composite reproducible drawing shall be developed from one or more drawings and be prepared in a scribing procedure only. Variance in registration of separate drawings in the makeup of any composites shall not exceed two-thousandths (0.002) of an inch, plus or minus, from the mean.

2. All of the planimetry, topography, and geographic features, in addition to legends, titles, general and marginal notes, coordinate grid values and ticks, names, etc. specified in subsequent paragraphs TP-26 through TP-30 shall be shown on the positive reproducible set. Plotting and drawing accuracies shall comply with those specified in paragraph TP-23. The P/S shall prepare the drawings with clear symbol definitions. Weights and gauges of symbols, arrangement and treatment of marginal and other notes, titles, and diagrams shall comply with the requirements of these specifications. All lettering shall be Standard Leroy (slant or vertical as specified) and shall be accomplished with Standard Leroy lettering templates, using weights and sizes specified in paragraph TP-26.

3. The P/S shall use Exhibit "F" as an illustration for the general style and format of the pre-finished sheet layout at a scale of 1" = 200'. All lettering within the neat map sheet limits and the lettered state plane coordinate values immediately outside of the neat map sheet border may be scribed by the P/S, provided that lettering sizes specified in paragraph TP-26 are approximated, and that weights and guages of lettering are varied and distinctive. However, the lettered data in the lower margin and title block shall not be scribed and shall conform exactly as to sizes, weights, and guages shown on Exhibit "F" unless authorized for alteration in writing by the State. Difficulties encountered by the P/S in complying with this provision may be resolved by procedures familiar to the State.

4. The sheet size for the final set of positives shall conform to the standard 28" x 40" size used by the Department of Natural Resources, Division of Water. Neat map limits shall be 35" north and 25" east, or representing a ground area of 7,000 feet north by 5,000 feet east for mapping at a scale 1" = 200'.

5. The P/S shall prepare and submit to the State, as Sheet No. 1 in the total number of publication drawings, an index to map sheets which shall be superimposed over all or a portion of a screened printable copy of the latest vegetation free edition(s) of the corresponding 7½-minute, 1:24,000 scale topographic quadrangle map(s) as prepared by the U. S. Geological Survey. The P/S shall furnish a printed copy of the completed Sheet No. 1, Map Sheet Index, for review by the State immediately after its drafted completion.

6. The P/S shall also prepare and submit to the State, for prior approval, a reproducible front cover sheet, independent of the survey control diagrams and map index sheets. The layout and style of the front cover or presentation sheet shall be at the discretion and by the ingenuity of the P/S; however, inclusion of such items as project name, small scale location diagrams, contracting agency, contractor names and addresses, complete legend of symbols, scale, and other pertinent general data shall be given due consideration.

TP-19. Compilation and Drafting Work to be Furnished.

a. Upon completion of each of the drafted total original or composite layouts of the front cover sheet, map index sheet, horizontal control diagram, and vertical control diagram, the P/S shall furnish the following materials to the State.

1. Two (2) review prints (diazo) from each of the above four (4) sheets.

2. One (1) approved positive reproducible for each of the above (4) four sheets.

3. One (1) approved final print (diazo) from each approved positive reproducible of the above four (4) sheets.

b. Upon completion of each original manuscript sheet, the P/S shall furnish the following materials to the State.

4. One (1) review print (diazo) from each manuscript sheet.

c. Upon completion of about each five (5) original scribed topographic map sheets taken from the approved manuscript sheet(s), the P/S shall furnish the following materials to the State.

5. Two (2) review prints (diazo) from each map sheet of 28" x 40" size, scale 1" = 200'.

6. One (1) approved positive reproducible of each finished size map sheet.

7. One (1) approved final print (diazo) from each approved positive reproducible of each finished size map sheet.

d. Upon completion of all approved original manuscript sheets and approved positive reproducibles of each topographic map sheet, the P/S shall furnish the following materials to the State.

8. All original and revised manuscript sheets, cut to 28" x 40' sheet size.

9. All original and revised scribed sheets of the front cover, sheet index map, horizontal and vertical control diagrams, and topographic maps.

10. All other pertinent drawing and sketches, either original or revised, single or composite.

The P/S shall not forward the items called for in Provision TP-19 (2), (3), (6), (7), (8), (9), and (10) until notified by the State of approval of items called for in TP-19 (1), (4), and (5).

TP-20. Accuracy Check. Authorized representatives of the Department of Natural Resources may perform any accuracy checks deemed necessary at any time prior to completion or termination of this contract on either the originals or prints of compilation manuscripts or the prints of scribed sheets.

TP-21. Planimetry. All planimetry and planimetric features shall be shown on the stereo-photogrammetric manuscripts and the finished drawings for the area indicated on Exhibit "B", and specified herebefore.

TP-22. Topography. The contouring shall completely cover the areas outlined on Exhibit "B", and specified herebefore. Both the planimetry and topography will extend to the limits indicated. The basic contour interval for the areas outlined shall be two (2) feet with each fifth or even ten (10) foot index contour being accentuated on the finished drawings. All contours shall be labeled in such a manner and at such locations as to cause a minimum effort in identification of any contour.

TP-23. Accuracy. All dimensions and measurements specified below are given for the reproducible drawings at the specified map scale of 1" = 200'.

a. Horizontal.

1. The plotted position of each State plane coordinate grid line or tick shall not vary by more than one one-hundreth (0.01) of ao inch from the true grid value on each reproducible drawing of the set.

2. Each primary and secondary horizontal control point shall be plotted within the coordinate grid in which it should lie to an accuracy of one one-hundredth (0.01) of an inch from its true position as expressed by the coordinates computed for the point.

3. Ninety (90) percent of all well-defined planimetric features, with the exception of those unavoidably displaced by exaggerated symbolization, shall be plotted so that their position on the final reproducible maps at publication scale shall be accurate to within at least two one-hundredths (0.02) of an inch of their true coordinate position as determined by test surveys. None of the features tested shall be displaced on the publication scale maps by more than five one-hundredths (0.05) of an inch from their true coordinate positions.

b. Vertical.

1. Ninety (90) percent of all contour elevations, and elevations interpolated from contours, on the publication scale maps shall have an accuracy of one-half (½) contour interval or better with respect to the true elevation. The remaining ten (10) percent of such elevations shall not be in error by more than one contour interval. An allowance of five one-hundredths (0.05) of an inch of horizontal displacement of contours will be applied during checking for vertical accuracy.

2. All spot elevations placed on the reproducible publication scale maps shall have an accuracy of one-fourth (¼) contour interval or better with respect to the true elevation.

TP-24. Marginal Data. The layout, dimensions, and wording of marginal notes and diagrams are shown on the sample style sheet, Exhibit "F". The date of the map sheet shall be the date of the completion of the collection, identification, and classification of map content, normally the date of completion of these operations in the field.

TP-25. Symbolization.

a. Stereo-compilation symbolization shall be the same as drafting symbolization, except that specified weights and gauges need not be strictly adhered to. Roads may not be symbolized as solid spaces, either in the compilation or drafting procedures.

b. The symbols to be used for all planimetric and topographic features shall be as approved by the State. The P/S may, as a preliminary guide only, make general reference to Army Map Service Technical Manual No. 23A, Edition 2 AMS, dated February 1956, with full knowledge and understanding that this manual was produced for specifications of color separation copy, but that the maps to be drafted under this contract will be monochrome copy. The P/S shall also understand that final map positives will be photographically reduced in scale by the State for future publications, and that such future reductions may influence the symbolization, and the weights and gauges thereof. The State thereby directs that all problems or questions of symbolization, and weights and gauges thereof drafted by the P/S, be closely coordinated with the State, and that two prints of each map sheet be forwarded to the State at regular completion intervals so that approval of such items can be made before the P/S proceeds to total completion. Symbol numbers cited herein are those listed in AMS Technical Manual No. 23A.

TP-26. Cultural Features to be Compiled and Drafted on Base Drawings and Tracings.

a. The following features shall be compiled and drafted on the base drawings and on the tracings of sheets at the publication scale.

1. Indiana State Plane Coordinste System ticks, lines, and values (see paragraph b and c below).

2. All marginal notes and diagrams (see Exhibit "F").

3. Names (see par. d below).

4. Roads and trails (see par. e below).

5. Buildings (see par. f below).

6. Railroads (see par. g below).

7. Fences (see par. h below).

8. Power lines (see par. i below).

9. Telephone lines (see par. i below).

10. Horizontal control points (see par. j below).

11. Bench marks (see par. k below).

12. Spot heights (see par. l below).

13. Boundaries (see par. m below).

14. Bridges (see par.n below).

15. Cemeteries (see par. o below).

16. Tanks (symbols 302 through 304).

17. Airfields (see par. p below).

18. Towns (see par. q below).

19. Mines (see par. r below).

20. Quarries (see par. r below).

21. Transformer stations (see par. s below).

22. Dam and Locks (see par. t below).

23. Tunnels (symbol 221, 222, or 543).

24. Ferries (symbol 232 or 233).

25. Stream and lake gages (see par. u below).

26. Highway route markers.

27. Low and high water elevations (see par. v below).

28. Public land data (land lines) and real estate boundaries and ownership (see par. w below).

29. Pipelines (see par. x below).

b. The State Plane Coordinate System shall be shown st 1000-foot intervals for the area to be mapped at 1" = 200'. Sheet neat line limits will be plane coordinate grid lines, and interior grid intersections shall be shown as ticks. Plane coordinate ticks shall be correctly orientated ½" overall crosses with center location positioned at the accuracy specified in provision TP-23a. Coordinate grid ticks at the neat grid lines shall be ¼" long and properly orientated. Plane coordinate grid values shall be shown on the left and lower neat grid lines. Weight of grid lines and ticks, and the size and style of lettering and positioning of grid values, are shown on the map style sheet, Exhibit "F".

c. The P/S shall also position each 2½-minute geodetic grid intersection at its proper plane coordinate location on each of the publication maps where such intersections occur. Geodetic grid intersections will be shown within the plane coordinate grid neat lines and will appear as ½" overall open crosses with the center dot location positioned at the accuracy specified in provision TP-23a. Geodatic grid ticks or crosses will also be encircled with a ¼" diameter circle, and labeled to correct 2½-minute intersection value. Weight of grid ticks, and the size and style of lettering and positioning of grid values, are shown on the style sheet, Exhibit "F".

d. The P/S shall use standard "Leroy" style lettering pens and guides for all letter and figure type (vertical and slant) in the production of the final map travings. In general, place names and descriptive type will be vertical and only drainage or hydrologic features labeled in slant type. Capital letters will be used for proper names with caps and lower case being shown on descriptive type. Leroy lettering sizes shall conform approximately to the point type or the range of point type specified below. The P/S shall report to and resolve with the State any differences or difficulties arising from the specified symbolization and type size, style, or positioning in order to expedite an orderly completion to the project.

1. Towns, communities, camps, isolated churches or schools, stations, etc. 8-18 PT.

2. State name (across face of map). 36 PT.

3. County names (shown only along boundaries). 12 PT.

4. State parks, reservations, etc. (across face of map). 8-18 PT.

5. Corporate limits (shown only along boundaries). 6 PT.

6. Horizontal and vertical control point designations. 6 PT.

7. Bench Mark Elevations. 6 PT.

8. Names of roads, railroads, canals, power lines, telephone lines, aqueducts, etc.

9. Names of tunnels, bridges, fords, ferries, cemeteries, stream gages, schools, churches, hospitals, public buildings, (not serving as place names, usually in a town). 8 PT.

10. Bridge data. 6 PT.

11. Notes and labeling (not specified as part of a symbol). 8 PT.

12. Hypsographic features, such as ridges, hills, valleys, etc. 6-10 PT.

13. Islands, river bends, points 8-10 PT.

14. Contour numbers. 6 PT.

15. Streams, ponds, lakes, etc. 8-24 PT.

e. Roads shall be classified only as primary or secondary and symbolized only by continuous or dashed lines, respectively. They will be shown in true edge alignment. City, county, state, and/or federal road designations shall appear by appropriate name and/or number if such are officially assigned. State and Federal Road number symbols will be standard. Line weights of true road edges shall be such as to quickly and easily distinguish them from other line features and contours.

f. All buildings shall be shown to actual size and in true orientation. All buildings of any character or for any purpose will be cross-hatched with eight one-thousandths (0.008) of an inch weight lines spaced five one-hundredths (0.05) of an inch apart at an angle of forty-five (45) degrees to the base of the map sheet. A firm stable zip-a-tone or other stick-up material meeting these symbolization requirements may be used as a substitute for the drafting work involved.

g. All railroad lines, spurs, sidings, and yards shall be shown in true position, except that the center line only shall be drafted for each of the line, spur, siding, and yard tracks if desired. Railroad cross tick symbols shall be spaced consistently and no farther than three-eighths (3/8) of an inch apart. The primary owner and/or operating company of each railroad line, spur, siding, and yard shall be labeled along such feature in an easily read and understanding manner, and in an appropriate size and type.

h. All fences shall be shown except those minor fences definitely not associated with property lines. Fences coincident with the edge of roadways, trails, or railroads may be plotted with a slight offset from the true fence position. All fences shall be symbolized as barbed wire, including single wire, woven wire, and board fences, and will consist of 45° crosses in an opened line, the consistent spacing between sawbuck symbols being no greater than three-eighths (3/8) of an inch apart.

i. All power transmission and telephone lines, both surface and subsurface, shall be shown if they exceed 600 feet in length, including those which lead to residences and farms. Underground sections of power and telephone lines shall be so labeled. Symbols 237 and 243 may be used if related features symbolization dictates.

j. All primary horizontal control points, specified and designated in Section 2 of these provisions, shall be shown. The letter and number identificatioo of the point shall be positioned in vertical type to the left and slightly above the center of the symbol whenever possible. When the primary horizontal control point is also a primary vertical control point, the letter and number identification of the point, as also specified in Section 2 of these provisions, shall be positioned in vertical type to the left and slightly above the center of the symbol, and the elevation to the nearest one-thousandth (0.001) of a foot above mean sea level to the right and slightly below the center of the symbol. All secondary horizontal control points which are of a semi-permanent nature (such as spikes, hubs, or stakes) may be shown as described above and symbol designated in Section 2 of these provisions. No totally unmonumented control points of any order accuracy or for any purpose shall be shown in vertical symbols or type or be designated as above. The vertical symbols and type, and the designations specified above shall apply to the originating marks from which primary field surveys are made, except that the establishing agency initials shall be prefixed to the letter designation, as NGS or IFC & WRC.

k. Primary vertical control points, specified and designated in Section 2 of these provisions, shall be shown as 45° sawbuck crosses if independent of primary horizontal control stations. The identification of the primary vertical control symbol shall be positioned in vertical type letters and numbers to the left and slightly above the symbol. Elevations to the nearest one-thousandth (0.001) of a foot above mean sea level will be placed to the right and slightly below the symbol. No unmonumented vertical control shall be designated by vertical symbol or type.

l. Spot elevations as established both in the field and photogrammetrically shall be shown and labeled to sea-level datum. Those points determined by field surveys and which are recoverable but not permanently monumented, and also those points determined photogrammetrically, shall be shown to the nearest one-tenth (0.1) of a foot above mean sea level. A slanted sawbuck symbol, positioned at the true point of application, with slanted elevation numerals type to the right and slightly below the sawbuck, shall be the proper identification of all spot elevations established by both means. Spot elevations will be shown at the top of all hills and at the bottom of all depressions where the elevation exceeds the top or bottom adjacent contour by more than one (1) foot of elevation. In urban areas, the spot elevations shall be given at major street and road intersections, at prominent points of industrial and large commercial establishments, and at other recoverable points which cannot be readily interpolated from contours. In rural areas, spot elevations shall be given at primary and secondary road intersections, at the intersections of trails, farm lanes and private drives, at primary fence corners, at prominent points of farm building groups, at drainage saddles, and at other recoverable points which cannot be readily interpolated from contours. When road intersections, fence corners, or other intersection feature indicate the location of an elevation, the sawbuck symbol shall be omitted. Spot heights of the accuracy specified shall be shown at intervals of not more than one-thousand (1000) feet, at map scale, along all roads and embankments, where such features are more than one (1) foot above or below the level of the adjacent terrain. The P/S shall also show spot elevations in the floodway of all drainage features, such elevations being not more than five-hundred (500) feet, at map scale, from the adjacent contour or one-thousand (1000) feet from the nearest other spot elevation.

m. Boundaries at corporate limits may be shown by symbol 349, if this symbol is appropriate in relation to other symbols and features. Corporate limits shall also be labeled at appropriate intervals. Private property lines or boundaries will not be determined or indicated by the P/S.

n. All bridges longer than fifty (50) feet in length shall be shown in true plan and with true topography. Bridges less than fifty (50) feet in length may be shown by symbols 223A, 224A, 227A, or 231, if appropriate. All bridges of any length shall be shown with the floor elevation recorded to the nearest one-tenth (0.1) foot (minimum elevation if bridge floor is on a grade or vertical curve).

o. All cemeteries shall be shown, including small family plots of one or more graves. The proper name of the cemetery shall be shown when one is available. The word "cemetery" may be abbreviated only when available space necessitates an abbreviation. The name or label may be placed outside the boundary outline when necessary. Symbol 278 shall be used if appropriately applicable.

p. All areas occupied by airfields may be shown by the dashed outline as illustrated by symbol 276, if appropriate. If the outline is coincident with a fence, road or other feature, the outline and/or the feature may be slightly offset in order to show the outline. All runways, taxiways, ramps, and other appurtenances will be shown and labeled. Hangars and buildings shall also be appropriately symbolized and labeled.

q. Unincorporated towns, villages, or communities shall be evident by the indication of buildings, houses, streets, or other culture. Symbolization is not required. If a local name is applied to an unincorporated area, this name will appear on the map sheet.

r. Mine shafts too small for true planimetric and topographic compilation shall be appropriately shown by symbols 316 or 317. Quarries and open-pit mines shall be shown in their true plan and topography. Where depression contours are indicated, they shall be shown by standard depression ticks consistently spaced no more than three-eighths (3/8) of an inch apart. Ticks on closely spaced adjacent depression contours shall be spaced alternately.

s. Transformer stations, lift stations, pump houses, and such other features shall be plotted to scale if possible, and correctly labeled. When too small for accurate plotting, these features may be shown by the smallest open square or rectangle possible, and delineated by a relative line weight.

t. All dams and weirs, whether earth fill, rubble, masonry, or other material, and exclusive of the size of structure or water impoundment, shall be shown in true scale, plan, and topography. The crest and spillway elevation of the structure, and the tailwater channel elevation, shall be denoted to the nearest one-tenth (0.1) foot of elevation. If the structure has any recognized official or unofficial name, such title shall also be affixed.

u. Stream and lake gages too small for true compilation shall be shown similar to symbol 338, except that the upper left and lower right sectors shall be filled in solid. Identification shall be made and shown on the maps.

v. Any low and/or high water elevations which may be furnished by the State shall be shown.

w. All sections, township, range, grant, and donation lines will be shown by standard symbols and labels. Where definite locations cannot be established by photogrammetric interpretation, field reconnaissance, or surveys, the P/S shall label such locations as approximate.

x. All main or trunk transmission pipelines shall be shown by appropriate symbol and labeled as to type; that is, water, gas, oil, etc. Underground pipelines of any type shall also be so labeled. Underground locations may be obtained from appropriate city or county officials or from the pipeline or transmission company owners.

TP-27. Hypsographic (Relief) Features to be Compiled and Drafted. The following features shall be compiled and drafted on the base drawings and tracing sheets.

1. Contours (see par. a below).
2. Depressions.
3. Cuts and fills.
4. Levees, spoil banks, and embankments.
5. Bluffs and escarpments.

a. Contours at an even 2-foot elevation above mean sea level will be shown, with every fifth contour - or those at even 10-foot elevations, being accentuated, and both with standard symbol and appropriate line weights. Contour elevation values shall be labeled by use of standard "Leroy" sloped figures and be of the size closest approximating 6 PT type. Values shall be of such number and at such location as to facilitate maximum ease in map reading and interpreation. Isolated intermediate contours shall be designated by elevation at enough and at appropriately spaced intervals so as to also minimize map scanning for elevation. No values shall be shown in a closely spaced vertically stacked arrangement. All contours will be shown continuous throughout, except where such contours become coincident with vertical or reversed slope features shown in plan on the map, or when the spacing between adjacent index contours becomes less than the line weight of the index contour. All intermediate contours shall be carried between index contours, except where such contours also become coincident with vertical or reversed slope features shown in plan on the map, or when the spacing between adjacent index or intermediate contours becomes less than the line weight of the intermediate contour. In instances of gradually converging contours, where spacing becomes less than intermediate contour line weight, the P/S shall drop or discontinue intermediate contours one at a time and just immediately prior to a feathering condition. He shall continue the maximum number of remaining intermediate contours between the index contours as the line weight spacing criteria dictates. In areas of dropped or closely spaced contours, the density pattern of line work shall indicate the near actual field conditions of steep slopes. Elevation accuracy checks in areas of necessarily dropped intermediate contours will be based on the carried index contours and positions only.

TP-28. Hydrographic (Drainage) Features to be Compiled and Drafted. The following hydrographic features shall be shown on compilation manuscripts and tracing sheets.

1. Canals (see par. a below).
2. Ditches (see par. a below).
3. Open water areas (see par. a below).
4. Shore lines (see par. a below).
5. Springs.
6. Streams (see par. a below).
7. Swamps, marshes, and bogs (see par. a below).

a. All line and open area drainage features, either or both intermittent and/or perennial, shall be designated by an intermittent stream symbol. Drainage line features shall become divided double line intermittent symbolization at the point where the features in plan become wider than the line weight of symbolization, indicating as true a width condition as possible. Whether fully identifiable by contour shape or not, each drainage-way shall meander on the map as its course or channel meanders on the ground. Open water areas, symbolized by an intermittent drainage outline, such as ponds, reservoirs, and fresh water lakes which have a controlled or nearly stable surface elevation shall be shown in true outline shape, shall be named if a proper name is applied either officially or unofficially, and shall be assigned a sea level datum surface elevation to the nearest one-tenth (0.1) of a foot. Open water areas, symbolized by an intermittent drainage outline, such as swamps, marshes, or bogs, shall be shown in true outline shape, shall be named if a proper name is applied either officially or unofficially, and shall be further designated by appropriate standard marsh or swamp interior symbolization. Elevations or contours below the channel or open water surface areas shall not be surveyed, compiled, or drafted by the P/S. All water surface areas shall be free of shading, pattern, or other symbolization. Where the direction of channel flow is not evident on any map sheet by surface contour crossings, the contractor shall affix a direction of flow arrow of suitable size and location along the channel on that map sheet. Intermittent stream symbolization of channel course and area drainage features shall be of such a line weight as to make them easily distinguished from both index and intermediate contours and cultural feature lines of the map.

TP-29. Woodland Features to be Compiled and Drafted. The following woodland features shall be compiled and drafted.

1. Woods or brushwood.
2. Orchards (labeled).
3. Vineyards (labeled).

a. For the purposes of this project, the woodland features to be compiled and drafted shall include all perennial vegetation that could be of any major or minor consequence in future field surveys, clearing, earth moving, or construction projects within the total area covered by the maps. Minimum canopy density and area requirements will not be a criteria for compilation or drafting. Woodland feature symbolization shall be by compilation type outline; that is, a continuous tree shaped line perimeter of each woodland area. Screened or shaded areas will not be acceptable.

TP-30. Name Information. The P/S shall obtain the proper names of all features such as cities, towns, villages, rivers, streams, lakes, roads, highways, railroads, and all other features of importance, and shall neatly letter the same on each map.

TP-31. Draftsmanship. Professional standards of draftsmanship shall be maintained throughout each phase and procedure in the development of all maps. Line widths shall be consistent and uniform for each feature and for all lengths on each and every sheet. Penciled, inked, or scribed lines, symbols, letters, and figures shall be clear and legible. Each contour shall be sharp and clear. All names and numbers shall be clear in type and meaning, and shall not interfere with map features.

TP-32. Field Checks. The P/S shall make such field checks before, during, and after each phase of the development of the maps as are necessary to insure the adequacy, accuracy, and fulfillment of the photography, surveys, compilation, and drafting requirements specified herein.

81

11/18/80 11/25/80 Law Dept. sent to Council

70-42-23 11/12/80 H.I.

BOARD OF PUBLIC WORKS CONTRACT
FOR SPECIAL ATTORNEY SERVICES

THIS AGREEMENT, made between the CITY OF FORT WAYNE and DAVID S. RICHEY, Attorney, WITNESSETH:

WHEREAS, in June 1976, Indiana & Michigan Electric Company filed a petition with the Public Service Commission of Indiana seeking authority to increase its rates and charges, which the Commission approved and granted authority for the rate increase requested;

WHEREAS, the rates approved by the Commission were calculated using the statutory federal income tax rate rather than the actual or effective income tax rate;

WHEREAS, the action of the Commission was appealed to the Court of Appeals of Indiana in Cause Number 2-577A163 and said Court found that the rate increase based on the claimed statutory income tax rate was invalid and ordered said matter returned to the Indiana Public Service Commission for re-hearing and re-calculation and said matter is now pending before the Public Service Commission of Indiana in Cause Number 34588;

WHEREAS, the re-determination of said requested rate increase and/or refund of monies collected by Indiana & Michigan Electric Company pursuant to said rate increase will have a substantial effect on the charges for electricity to City Utilities of Fort Wayne.

WHEREAS, the City Utilities have orally employed Attorney David S. Richey of Lebanon, Indiana, a specialist in utility law, to represent the City Utilities of Fort Wayne in said matter.

NOW THEREFORE, IT IS HEREBY AGREED:

1. That the City of Fort Wayne shall employ David S. Richey a utility specialist attorney as special counsel to represent it before the Public Service Commission of Indiana in the hearings relative to the submission of the petition for a rate increase and refund filed by the Indiana & Michigan Electric Company now pending in Cause Number 34588.

2. That David S. Richey agrees to serve as special counsel for the City of Fort Wayne and its City Utilities as set forth above to do factual investigation, legal research and participate in the hearings before the Public Service Commission and to take such other legal action pertaining to said hearings as may be necessary.

3. That the City Utilities of Fort Wayne shall reimburse said counsel in the performance of said services for his out-of-pocket expenses incurred, including long distance telephone, travel, overnight lodging, and out-of-town meal expenses, away from his office at Lebanon, Indiana, and shall pay to said counsel for his services compensation at the rate of $70.00 per hour for work performed and for counsel's appearances at hearings and other matters conducted pertaining to this cause.

4. The maximum reimbursement of expenses and compensation payable to counsel under this Agreement shall be the sum of Fifteen Thousand and No/100 Dollars ($15,000.00).

Dated this 1st day of September, 1980.

THE CITY OF FORT WAYNE

BY: _____

BY: _____

BY: _____

Its Board of Public Works

_____
WIN C. MOSES, JR.
Its Mayor

_____
DAVID S. RICHEY

APPROVED AS TO FORM AND LEGALITY.

_____
JOHN E. HOFFMAN
City Attorney

70-6-11 H.I.
10/9/80

COVINGTON ROAD-COUNTRY CLUB ADDITION SANITARY SEWER
RESOLUTION NO. 342-80

RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana tbat the construction of a main sewer, whicb from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said sewer, but it is also intended and adapted for receiving sewage from collateral drains already constructed or which hereafter may be constructed, be and the same is hereby ordered.

MAIN LINE

Beginning at an existing sanitary sewer manbole located 30± LF south of and 750± LF west of tbe centerline intersection of Geneva Street and Stoner Drive; thence westerly 280± LF to a proposed manhole located 30± LF south of and 985± LF west of the centerline intersection of Geneva Street and Stoner Drive; thence meandering southwesterly 5,405± LF along the old inner urban railway line to a proposed manhole located 110± LF north of and 210± LF east of Glendale Drive and Smith Road intersection; thence meandering southwesterly 3,955± LF within the right-of-way of Glendale Drive and Taylor Street and along the old inner urban railway line to a proposed manhole located 20± LF south of the centerline intersection of Burbank Boulevard and Taylor Road; thence northerly on Burbank Boulevard 2,265± LF to a proposed manhole located 85± LF north of and 10± LF east of the centerline intersection of South Bend Drive and Burbank Boulevard; thence northwesterly 635± LF to a proposed manhole located 605± LF north of and 390± LF west of the centerline intersection of South Bend Drive and Burbank Boulevard; thence northerly along the Lawrence Drain 1613± LF to a proposed manhole located 115± LF soutb of and 50± LF east of the centerline intersection of the Lawrence Drain and Jefferson Boulevard; thence northeasterly along Jefferson Boulevard 745± LF to a proposed manhole located 10± LF south of and 15± LF east of the centerline intersection of Northridge Road and Getz Road; tbence easterly along Northridge Road 270± LF to a proposed manhole located 285± LF east of and 10± LF south of the centerline intersection of Getz Road and Northridge Road; tbence northerly 215± LF to a proposed manhole located 205± LF nortb of and 285± LF east of the centerline intersection of Getz Road and Nortbridge Road; thence nortbeasterly along Jefferson Boulevard 1,220± LF to a proposed manbole located 80± LF south of and 275± LF east of the centerline intersection of Sheffield Drive and Jefferson Boulevard; thence north 370± LF to a proposed manhole located on the centerline of Wilkie Drive and 780± LF east of Bellaire Drive; thence east 255± LF along the centerline of Wilkie Drive to a proposed manhole, located 1,035± LF east of the centerline intersection of Bellaire Drive and Wilkie Drive; thence meandering northerly 1,005± LF terminating at an existing manhole located 30± LF nortb of and 30± LF west of the centerline intersection of Crandon Lane and Melbourne Court;

LATERAL #1

Beginning at a proposed manbole located 20± LF south of the centerline intersection of Burbank Boulevard and Taylor Street; thence southwesterly 1,020± LF terminating at a proposed manbole located 55± LF south of and 15± LF west of the centerline intersection of Woodhill Drive and Taylor Street.

LATERAL #2

Beginning at a proposed manhole located 55± LF south of and 15± LF west of the centerline intersection of Woodhill Drive and Taylor Street; thence northerly along Woodhill Drive 725± LF to a proposed manhole located 10± LF north of and 15± LF west of the centerline intersection of Westward Lane and Woodhill Drive; thence westerly along Westward Lane 330± LF to a proposed manhole located 10± LF north of and 15± LF west of the centerline intersection of Westward Lane and Highland Drive; thence northerly along Highland Drive 1,710± LF to a proposed manhole located 15± LF north of and 15± LF west of the centerline intersection of South Bend Drive and Highland Drive.

LATERAL #3

Beginning at a proposed manhole located 5± LF north of and 15± LF west of the centerline intersection of Coleman Drive and Garden Lane; thence westerly 390± LF to a proposed manhole located 5± LF north of and 15± LF west of the centerline intersection of Woodhill Drive and Garden Lane; thence northerly along Woodhill Drive 1,000± LF to a proposed manhole located 20± LF north of and 20± LF west of the centerline intersection of South Bend Drive and Woodhill Drive; thence southwesterly along South Bend Drive 270± LF terminating at a proposed manhole located 290± LF west of the centerline intersection of Woodhill Drive and South Bend Drive.

LATERAL #3A

Beginning at a proposed manhole located 5± LF north of and 15± LF west of the centerline intersection of Woodhill Drive and Garden Lane; thence south along Garden Lane 580± LF terminating at a proposed manhole located 575± LF south of and 15± LF west of the centerline intersection of Garden Lane and Woodhill Drive.

LATERAL #4

Beginning at a proposed manhole located 10± LF south of and 5± LF east of the centerline intersection of Coleman Drive and Taylor Street; thence northerly along Coleman Drive 2,420± LF to a proposed manhole located 10± LF north of and 35± LF west of the centerline intersection of Coleman Drive and South Bend Drive; thence southwesterly along South Bend Drive 300± LF terminating at a proposed manhole located 330± LF west of and 45± LF south of the centerline intersection of South Bend Drive and Coleman Drive.

Said sewer shall be 8", 12", 15", 18", and 24" in diameter.

The total cost of said sewer improvement shall he paid hy funds from the Federal, State and City governmental agencies. The city monies will he appropriated from the Sewer Utility Fund of City Utilities. These monies will be repaid to City Utilities through the adoption, hy the Board of Puhlic Works, of a Resolution which will establish for each directly benefitted property owner their respective pro-rate share tap-in fee for said sewer improvement. This resolution shall also include any adjusted connection charge previously estah-

lished, by the Board of Public Works, for those directly benefitted property owners, under Resolution No. 62-267-18 adopted by the Board of Public Works on September 18, 1975. The pro-rate share tap-in fee for each directly benefitted property owner will not exceed Two Thousand Five Hundred Dollars ($2,500.00) for a period of not less than one (1) year after it is established by the Board of Public Works. After this period of time the Board of Public Works reserves the right to adjust this tap-in fee.

Pursuant to I.C. 19-2-7-1 to 23, any and all property owners owning property outside the corporate limits of the City of Fort Wayne utilizing the sanitary sewer constructed by authority of this resolution does release his or their right to remonstrate against pending or future annexation by the City of Fort Wayne.

ADOPTED THIS 9 DAY OF October, 1980.

BOARD OF PUBLIC WORKS

BY: _____
Mark L. Akers, Chairman

BY: _____
Roberta Anderson Staten, Member

BY: _____
Herbert Gamache, Member

ATTEST:

_____
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Richard I. Snouffer,
Associate City Attorney

Prepared by:

P. R. Boller, P.E.

70-6-10 H.I. 10/9/80

JUNK DITCH INTERCONNECT INTERCEPTOR
RESOLUTION NO. 341-80

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that the construction of a main sewer which from its size and character is not only intended and adapted for use by property owners whose property abuts along the line of said sewer, but is also intended and adapted for receiving sewage from collateral drains already constructed or hereafter may be constructed, be and the same is hereby ordered.

Beginning at a proposed manhole located 100± LF north of and 170± LF west of the centerline intersection of Jefferson Boulevard formerly U.S. 24 and the St. Mary's River; thence westerly 388± LF to a proposed manhole located 50± LF north of and 570± LF west of the centerline intersection of Jefferson Boulevard formerly U.S. 24 and the St. Mary's River; thence northwesterly 382± LF to a proposed manhole located 390± LF north of and 720± LF west of the centerline intersection of Jefferson Boulevard formerly U.S. 24 and St. Mary's River; thence westerly 557± LF to a proposed manhole located 350± LF east of and 415± LF north of the centerline intersection of LE&W Railroad and the Pittsburgh-Fort Wayne-Chicago Railroad; thence southwesterly 668± LF to a proposed manhole located 150± LF north of and 300± LF west of the centerline intersection of LE&W Railroad and the Pittsburgh-Fort Wayne-Chicago Railroad; thence northwesterly along the Pittsburgh-Fort Wayne-Chicago Railroad 1,255± LF to a proposed manhole located 90± LF north of and 75± LF west of the centerline intersection of the Junk Ditch and the Pittsburgh-Fort Wayne-Chicago Railroad; thence meandering southerly along the Junk Ditch 1,623± LF terminating at a proposed manhole located 180± LF south of and 35± LF west of the centerline intersection of Beadell Street and the Junk Ditch.

Said sewer shall be 27" in diameter.

The total cost of said sewer improvement shall be paid by funds from the Federal, State and City governmental agencies. The city monies will be appropriated from the Sewer Utility Fund of City Utilities. These monies will be repaid to City Utilities through the adoption, by the Board of Public Works, of a Resolution which will establish for each directly benefitted property owner their respective pro-rate share tap-in fee for said sewer improvement. This resolution shall also include any adjusted connection charge previously established, by the Board of Public Works, for those directly benefitted property owners, under Resolution No. 62-267-18 adopted by the Board of Public Works on September 18, 1975. The pro-rate share tap-in fee for each directly benefitted property owner will not exceed Two Thousand Five Hundred Dollars ($2,500.00) for a period of not less than one (1) year after it is established by the Board of Public Works. After this period of time the Board of Public Works reserves the right to adjust this tap-in fee.

Pursuant to I.C. 19-2-7-1 to 23, any and all property owners owning property outside the corporate limits of the City of Fort Wayne utilizing the sanitary sewer constructed by authority of this resolution does release his or their right to remonstrate against pending or future annexation by the City of Fort Wayne.

ADOPTED THIS 9 DAY OF October, 1980.

BOARD OF PUBLIC WORKS

BY: _____
Mark L. Akers, Chairman

BY: _____
Roberta Anderson Staten, Member

BY: _____
Herbert Gamache, Member

ATTEST:

_____
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Richard I. Snouffer,
Associate City Attorney

Prepared by:

P. R. Boller, P.E.

70-27-17 H.I.
10/29/80

84-021346

1984 AUG 31 PM 3:22
ALLEN COUNTY RECORDER
Virginia L Young

SEWER EASEMENT RESOLUTION NO. 197-80
PERMANENT AND TEMPORARY
ANTHONY WAYNE PUMP STATION

For the condemnation of permanent and temporary easements for the purpose to construct, operate, control and maintain a sanitary sewer line along and across a portion of the Northeast Quarter of Section 19, the West Half of Section 20, and the Northeast Quarter of Section 20, Township 30 North, Range 13 East; bounded on the North by Priscilla Lane and its easterly extension; bounded on the East by the Trier Ditch; bounded on the South by Heritage Drive and its extensions; bounded on the West by Fruehauf Drive and its northerly extension.

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that it is desired and deemed necessary to condemn right-of-way for permanent and temporary easement, purposes to construct, operate, control, and maintain a sanitary sewer line along and across a portion of the Northeast Quarter of Section 19, the West Half of Section 20, and the Northeast Quarter or Section 20, Township 30 North, Range 13 East; bounded on the North by Priscilla Lane and its easterly extension; bounded on the East by Meyer Road; bounded on the South by Heritage Drive and its extensions; bounded on the West by Fruehauf Drive and its northerly extension; more particularly described as follows:

I. The following described permanent and temporary easements are located within Anthony Wayne Village Section 4, as recorded in Plat Book 20, page 137.

Permanent Easement
The east 15 feet of the south 60 feet of Lot 319.

Temporary Easement
1. The West 15 feet of the east 30 feet of the south 60 feet of Lot 319.
2. The west 10 feet of lot 365.

II. The following described temporary easements are located within Anthony Wayne Village Section 5 as recorded in Plat Book 22, page 31-32.

Temporary Easement
1. The west 10 feet of lots 374 and 373.
2. The northerly 15 feet of Lots 394 through 400 inclusive.
3. The northeasterly 15 feet of Lots 401 through 404 inclusive.
4. The easterly 15 feet of lots 405 through 408 inclusive.
5. The east 20 feet of lots 371 and 372.

13.00 CK

DULY ENTERED FOR TAXATION
AUG 31 1984
Gloria J. Goeglein
AUDITOR OF ALLEN COUNTY

III. The following described temporary easement is located within Village Woods Place, as recorded in Plat Book 26, pages 35-36.

Temporary Easement
The west 20 feet of the south 30 feet of Lot 1.

IV. The following described permanent and temporary easements are located within space now or formerly owned by George Steven Krueckeberg as recorded by instrument number 78-11618.

Permanent Easement
The west 40 feet of said space, the west 30 feet of which is Hessen Cassel Road right-of-way.

Temporary Easement
A 20-foot-in-uniform width easement lying immediately east of and adjacent to the aforedescribed permanent easement.

V. The following described permanent and temporary easements are located within Colonial Heritage Place, 2nd Addition as recorded in Plat Book 29, Page 129.

Permanent Easement
1. The east 20 feet of the west 45 feet of the south 145 feet of lot 137, the west 25 feet of which is an existing 25 foot drainage easement.
2. The south 20 feet of the north 55 feet of lots 132 through 137 inclusive, the north 35 feet of which is an existing 35 foot drainage easement.

Temporary Easement
A 20-foot-in-uniform width easement lying immeidately east of, south of, and adjacent to the aforedescribed permanent easement.

VI. The following described permanent and temporary easements are located within space now or formerly owned by David P. Clemens, Philip M. Clemens, and Carroll A. Clemens as recorded in Deed Book 726, page 81, and also in Will Record 95, page 228-35.

Permanent Easement
The north 35 feet of the west 120 feet of said space.

Temporary Easement
The north 15 feet of said space, except for the west 120 feet.

VII. The following described permanent and temporary easements are located within Wayne Trace Gardens Addition as recorded in Plat Book 16, page 107.

Permanent Easement
1. The southerly 20 feet of lots 7 through 11 inclusive.
2. The northeasterly 15 feet of lots 2 through 11 inclusive.
3. The west 20 feet of lots 6 and 7.

Temporary Easement
1. The northeasterly 10 feet of the southeasterly 240 feet of lot 1.
2. The southwesterly 10 feet of the northeasterly 25 feet of lots 2 through 11 inclusive.
3. The northerly 15 feet of the southerly 35 feet of lots 7 through 11 inclusive.
4. The east 20 feet of the west 40 feet of lots 6 and 7.

VIII. The following described temporary easement is located within Fairfax Addition as recorded in Plat Book 16, page 155.

Temporary Easement
The south 15 feet of lots 1 through 28 inclusive.

IX. The following described permanent and temporary easements are located within space now or formerly owned by John Dehner, and Tom and Elizabeth Martin, as recorded by instrument number 77-15027, and Spears-Dehner, Inc., as recorded by instrument number 70-17778.

Permanent Easement
A 30-foot-in-uniform width easement on said space, the centerline of which is determined as follows:

Commencing at an iron pin in the southwest corner of Lot 12 of Fairfax Addition as recorded in Plat Book 16, page 155; thence south normal to the south property line of Lot 12, a distance of 10 feet; thence a left deflection of 90 degrees, a distance of 638.6 feet, to the true point of beginning of said easement centerline; thence continuing along said left deflection a distance of 196 feet; thence a left deflection of 14 degrees 30 minutes terminating at a point a distance of 239.52 feet; the easement lines and angles are extended or shortened to their point of intersection.

Temporary Easement
A 30-foot-in-uniform width easement lying immediately north of, south of, east of, and adjacent to the aforedescribed permanent easement.

X. The following described permanent easement is located within spaces now or formerly owned by Charles and Erma L. Wagner as recorded in Deed Book 488, page 219; Richard W. and Virginia E. Woodcox as recorded in Deed Book 518, page 62; Robert J. and Carolyn J. Campbell as recorded in Deed Book 697, page 450; Earl C. and Viola G. Reynolds as recorded in Deed Book 495, page 484; James A. and Mary Ann Krisher, as recorded by instrument number 74-15944; and George Steven Krueckeberg as recorded by instrument number 78-11618.

Permanent Easement
The north 25 feet of the south 191.3 feet of the west 745 feet of the Southwest Quarter of the Northwest Quarter of Section 20, Township 30 North, Range 13 East.

All according to the method and manner provided for in an Act of General Assembly of the State of Indiana as approved in 1967; more particularly I. C. 18-1-1.5-5 and 14, and I.C. 18-1-7-1 to 11, and the provisions of all acts amendatory thereto and supplemental thereof.

All land affected lies within part of the Northeast Quarter of Section 19 the West Half of Section 20 and the Northeast Quarter of Section 20, Township 30 North, Range 13 East.

All temporary easements shall expire two (2) years from date of adoption.

ADOPTED THIS 29 DAY OF October, 1980.

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Herbert Gamache, Member

ATTEST:

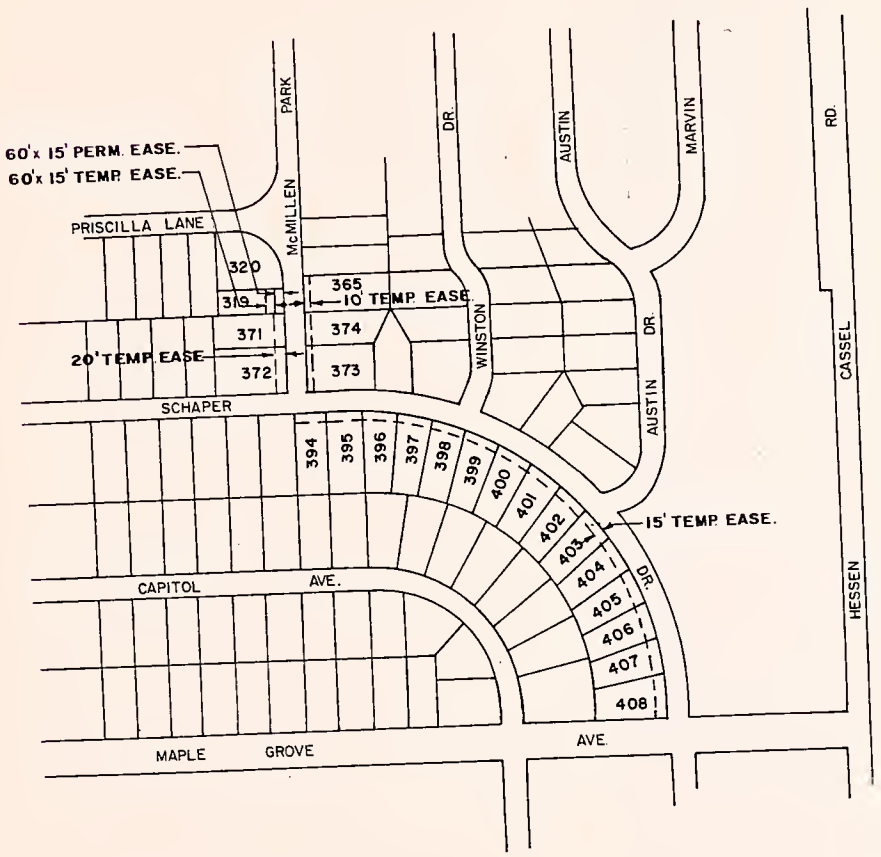
Clerk Sandra E. Kennedy

Reference Sewer Resolution No. 335-80
Prepared by: P.R. Boller, P.E.

94

ANTHONY WAYNE PUMP STATION
SANITARY SEWER
EASEMENT RESOLUTION NUMBER 197-80

PERMANENT & TEMPORARY EASEMENTS
REF. SEWER RESOLUTION 335-80
SHEET 1 OF 3



SCALE: 1"=300'

LOCATION

SEC. 19
T30N, R13E

LEGEND

Existing Easement
Proposed Permanent Easement
Proposed Temporary Easement

PHILLIP R. BOLLER
REGISTERED
No. 9846
LAND SURVEYOR

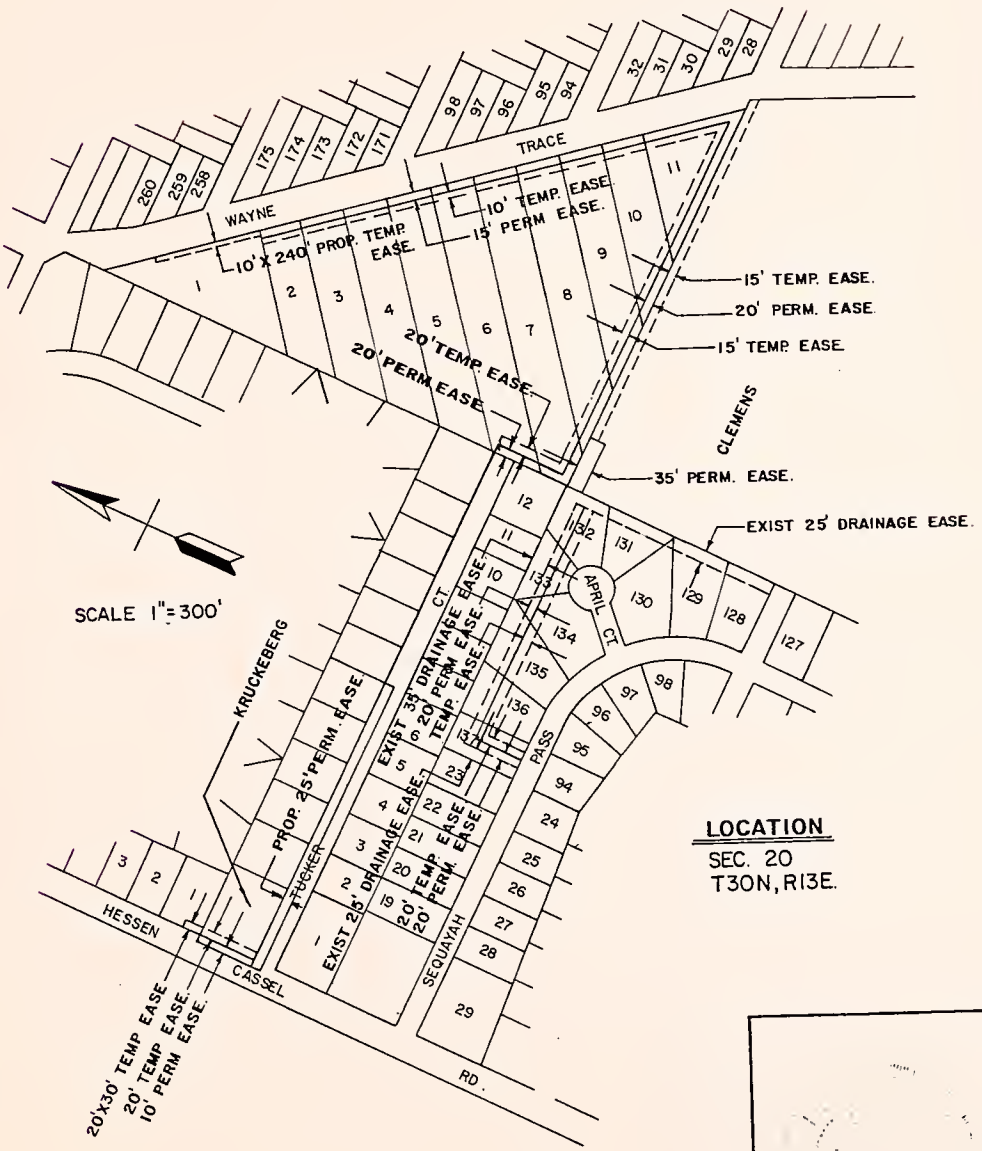
Phillip R. Boller, L.S. 9846

October 22, 1980

94

ANTHONY WAYNE PUMP STATION
SANITARY SEWER
EASEMENT RESOLUTION NUMBER 197-80

PERMANENT & TEMPORARY EASEMENTS
REF. SEWER RESOLUTION 335-80



LOCATION
SEC. 20
T3ON, R13E.

LEGEND

- Existing Easement
- Proposed Permanent Easement
- Proposed Temporary Easement

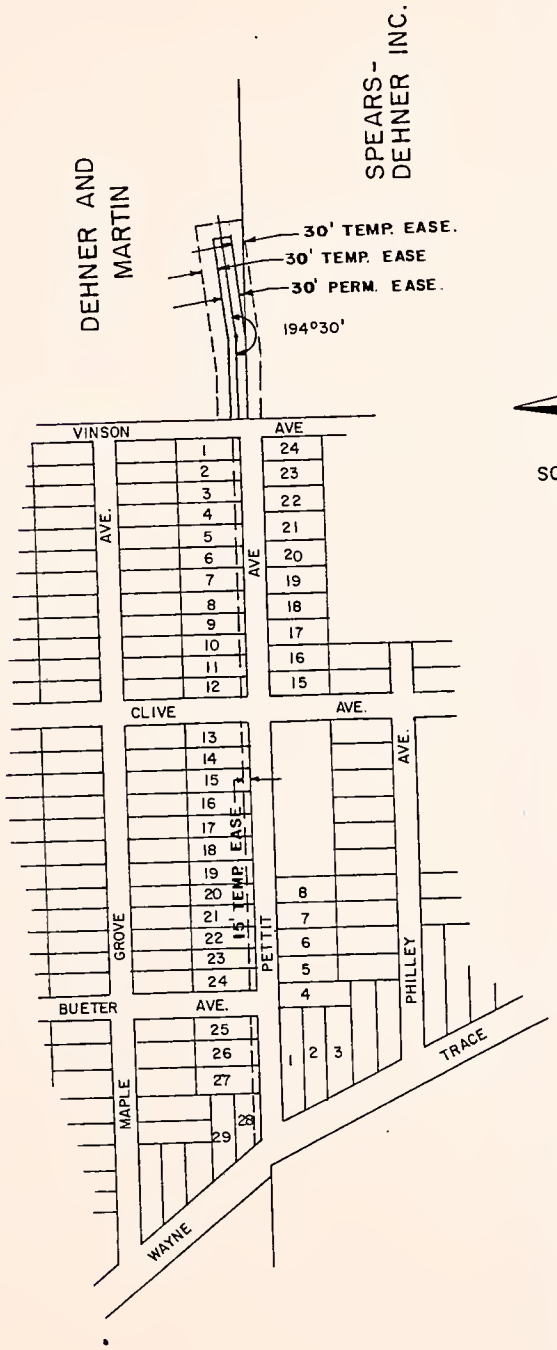
Phillip R. Boller, L.S.9846

October 22, 1980

ANTHONY WAYNE PUMP STATION
SANITARY SEWER

EASEMENT RESOLUTION NUMBER 197-80

PERMANENT & TEMPORARY EASEMENTS
REF. SEWER RESOLUTION 335-80
SHEET 3 OF 3



SCALE 1" = 300'

LOCATION
SEC. 20
T3ON, R13E

LEGEND

Existing Easement
Proposed Permanent Easement
Proposed Temporary Easement

Phillip R. Boller, L.S.9846

October 22, 1980

70-28-20 H.I.
10/29/80

84-021349

1984 AUG 31 PM 3:22

ALLEN COUNTY RECORDER
Virginia A. Young

SEWER EASEMENT RESOLUTION NO. 200-80
PERMANENT AND TEMPORARY
TRIER DITCH INTERCONNECT INTERCEPTOR
RIDCEVIEW HEIGHTS

For the condemnation of permanent and temporary easements for the purpose to construct, operate, control and maintain a sanitary sewer line along and across a portion of the South Half of Section 15, Township 30 North, Range 13 East; bounded on the North by Moeller Road; bounded on the East by Fritcha Avenue; bounded on the South by Seiler Road; bounded on the West by Adams Center Road.

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that it is desired and deemed necessary to condemn right-of-way for permanent and temporary easement, purposes to construct, operate, control and maintain a sanitary sewer line along and across a portion of the South Half of Section 15, Township 30 North, Range 13 East; bounded on the North by Moeller Road; bounded on the East by Fritcha Avenue; bounded on the South by Seiler Road; bounded on the West by Adams Center Road; more particularly described as follows:

I. The following described permanent and temporary easements are located within Ridgeview Heights Addition, Section "A," as recorded in Plat Book 24, page 41.

Permanent Easement
The North 10 feet of lots 12, 13 and 24.

Temporary Easement
1. The south 20 feet of the north 30 feet of lots 12, 13, and 24.
2. The east 10 feet of lots 19 through 24 inclusive.
3. The east 10 feet of lot 7 through 12 inclusive.

II. The following described temporary easement is located within Ridgeview Heights Addition, Section "B," as recorded in Plat Book 25, page 103.

Temporary Easement
1. The east 10 feet of lots 25 through 35 inclusive.
2. The east 10 feet of lots 47 through 57 inclusive.

III. The following described temporary easement is located within Ridgeview Heights Addition, Section "C," as recorded in Plat Book 27, page 51.

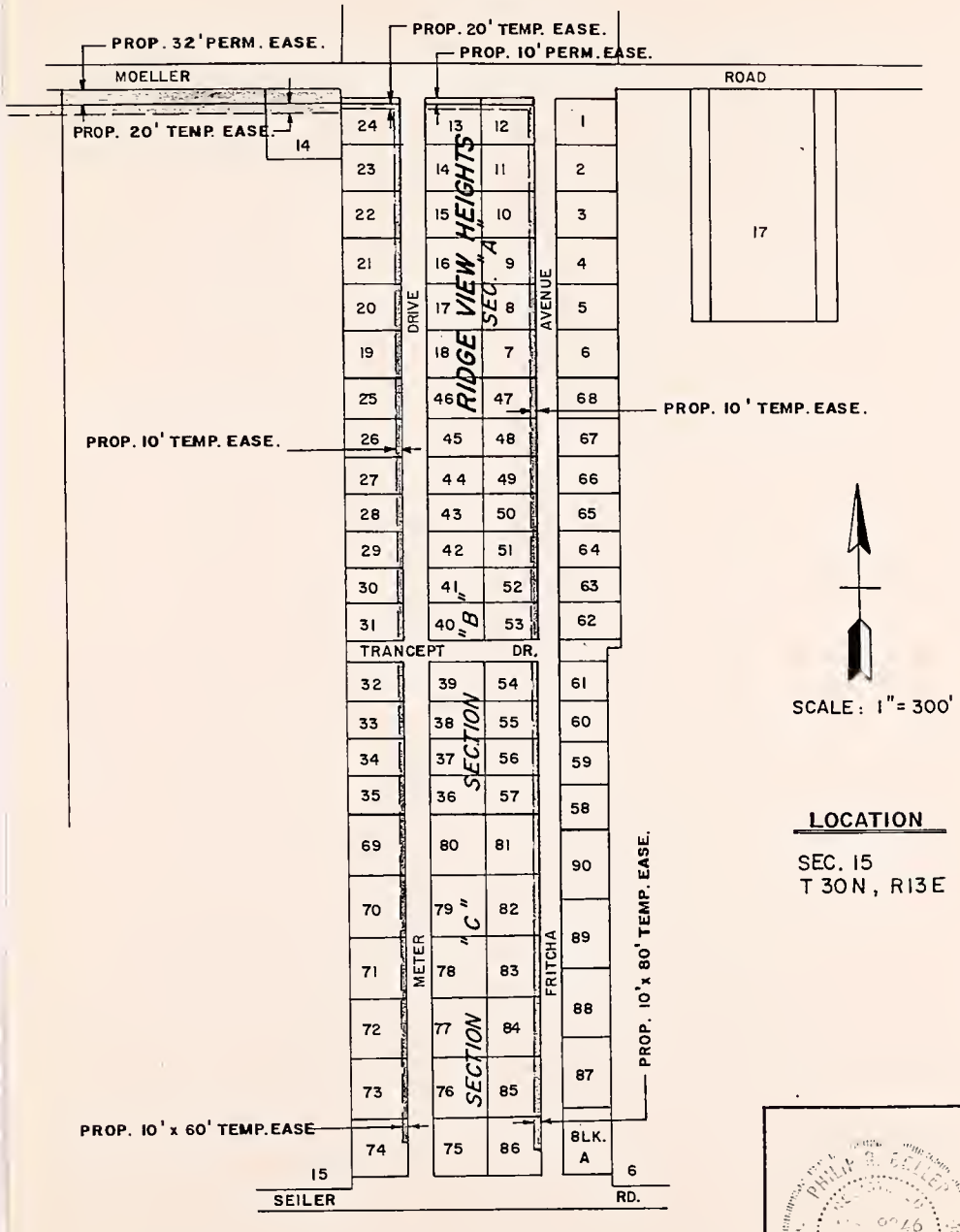
Temporary Easement
1. The east 10 feet of lots 69 through 73 inclusive.
2. The east 10 feet of lots 81 through 85 inclusive.
3. The east 10 feet of the north 60 feet of lot 74.
4. The east 10 feet of the north 80 feet of lot 86.

8.50
C
BG

DULY ENTERED FOR TAXATION
AUG 31 1984
Gloria J. Gaughin
AUDITOR OF ALLEN COUNTY

RIDGEVIEW HEIGHTS
SANITARY SEWER
EASEMENT RESOLUTION NUMBER 200-80

PERMANENT & TEMPORARY EASEMENTS
REF. SEWER RESOLUTION 338-80
SHEET 1 OF 2



SCALE: 1" = 300'

LOCATION

SEC. 15
T 30 N, R 13 E

PHILLIP R. BOLLER
9846
LAND SURVEYOR

LEGEND

- Existing Easement
- Proposed Permanent Easement
- Proposed Temporory Easement

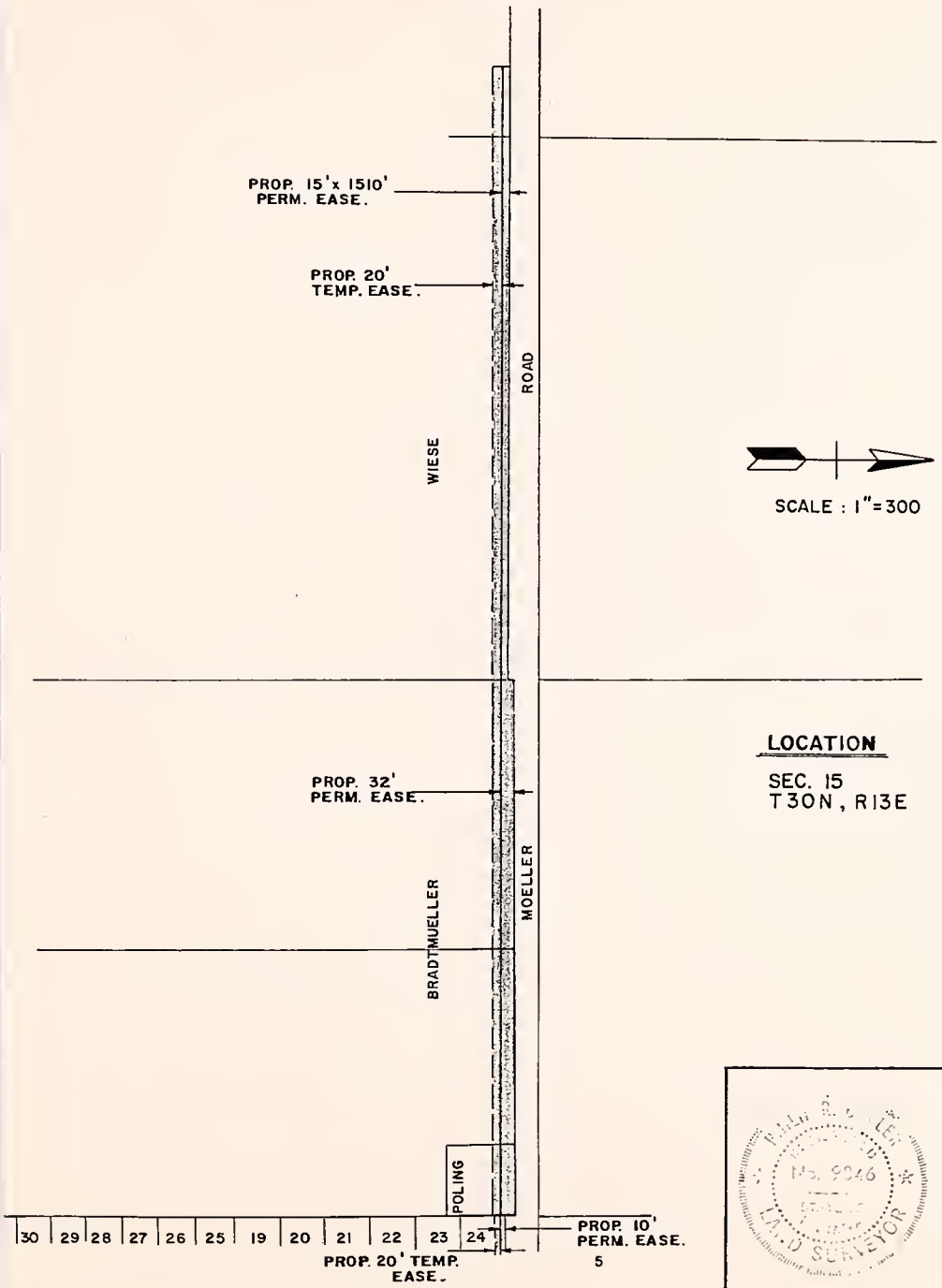
Phillip R. Boller, L.S. 9846

October 22, 1980

RIDGEVIEW HEIGHTS
SANITARY SEWER

EASEMENT RESOLUTION NUMBER 200-80

PERMANENT & TEMPORARY EASEMENTS
REF. SEWER RESOLUTION 338-80
SHEET 2 OF 2



LEGEND

- Existing Easement
- Proposed Permanent Easement
- Proposed Temporary Easement

PHILLIP R. BOLLER
REGISTERED
No. 9846
LAND SURVEYOR

Phillip R. Boller, L.S. 9846

October 22, 1980

70-28-19 H.I.

10/29/80

84-021348

1984 AUG 31 PM 3:22

ALLEN COUNTY RECORDER

Virginia L Young

SEWER EASEMENT RESOLUTION NO. 199-80
PERMANENT AND TEMPORARY
TRIER DITCH INTERCONNECT INTERCEPTOR
ZUBER'S ADDITION

For the condemnation of permanent and temporary easements for the purpose to construct, operate, control, and maintain a sanitary sewer line along and across a portion of the Northeast Quarter of Section 31, Northeast Quarter of Section 29, and the Southeast Quarter of Section 20, Township 30 North, Range 13 East; bounded on the north by the Fairfax Avenue and its extension; bounded on the East by Meyer Road; bounded on the South by Tower Drive and its extension; bounded on the West by Leswood Court and its extension.

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that it is desired and deemed necessary to condemn right-of-way for permanent and temporary easement, purposes to construct, operate, control and maintain a sanitary sewer line along and across a portion of the Northeast Quarter of Section 31, Northeast Quarter of Section 29, and the Southeast Quarter of Section 20, Township 30 North, Range 13 East; bounded on the North by the Fairfax Avenue and its extension; bounded on the East by Meyer Road; bounded on the South by Tower Drive and its extension; bounded on the West by Leswood Court and its extension; more particularly described as follows:

I. The following described permanent and temporary easements are located within space now or formerly owned by Glen A. and Bonnie J. Durnell, as recorded by instrument number 79-38851.

Permanent Easement
The north 40 feet of the east 145 feet of said space, the north 25 feet of which is Paulding Road right-of-way.

Temporary Easement
A 10-foot-in-uniform width easement lying immediately south of, west of and adjacent to the aforedescribed permanent easement.

II. The following described permanent and temporary easements are located within A.M. Zuber's 2nd Suburban Addition as reocrded in Plat Book 15, page 147.

Permanent Easement
The north 15 feet of lots 4 through 22 inclusive.

Temporary Easement
The south 10 feet of the north 25 feet of lots 4 through 22 inclusive.

DULY ENTERED FOR TAXATION
AUG 31 1984
Gloria J. Gaiglein
AUDITOR OF ALLEN COUNTY

13.00
C
BC

III. The following described permanent and temporary easements are located within space now or formerly owned by Hilda P. DePrisco as recorded in Deed Book 583, page 13.

Permanent Easement
The west 15 feet of the south 80 feet of said space.

Temporary Easement
The east 10 feet of the west 25 feet of the south 80 feet of said space.

IV. The following described permanent and temporary easements are located within space now or formerly owned by William R. and Phyllis J. Seibold as recorded by instrument number 72-15796.

Permanent Easement
The west 15 feet of said space.

Temporary Easement
The east 10 feet of the west 25 feet of said space.

V. The following described temporary easement is located within space now or formerly owned by Robert D. and Patricia L. Patnoude as recorded in Deed Book 510, page 10.

Temporary Easement
The east 10 feet of the south 80 feet of said space.

VI. The following described temporary easement is located within space now or formerly owned by David C. and Marlene K. Ables as recorded by Instrument number 76-2205.

Temporary Easement
1. The east 10 feet of said space.
2. The south 10 feet of said space lying immediately north of and adjacent to the Alberta Drive right-of-way.

VII. The following described permanent and temporary easement is located within space now or formerly owned by David M. and Marlene J. Warnecke, as recorded by instrument number 78-28781.

Permanent Easement
The south 55 feet of the Southeast Quarter of Section 20; bounded on the East by Lot 16 of Zuber's Homestead Amended Addition as recorded in Plat Book 22, page 39, and bounded on the West by Lot 1 of Zuber's A.M. Suburban Subdivision as recorded in Plat Book 15, page 49, the South 40 feet of which is Paulding Road right-of-way.

Temporary Easement
A 10-foot-in-uniform width easement lying immediately north of and adjacent to the aforedescribed permanent easement.

VIII. The following described permanent and temporary easements are located within Zuber's Homestead Amended Addition as recorded in Plat Book 22, page 39.

Permanent Easement
1. The south 15 feet of lot 16.
2. The south 15 feet of the west 40 feet of lot 1.

Temporary Easement
1. The north 10 feet of the south 25 feet of lot 16.
2. The north 10 feet of the south 25 feet of the west 40 feet of lot 1.

IX. The following described temporary easement is located within Zuber's 3rd Addition as recorded in Plat Book 18, page 155.

Temporary Easement
The northeast 10 feet of lot 1 through 11 inclusive.

X. The following described temporary easement is located within A.M. Zuber's Suburban Subdivision as recorded in Plat Book 15, page 49.

Temporary Easement
The northeast 10 feet of lots 1, 2 and 3.

XI. The following described temporary easement is located within spaces now or formerly owned by Lee Dell and Linda L. Girardot as recorded by instrument numbers 75-6066 and 73-28551, Evelyn M. Voiral as recorded by instrument number 79-21767 and Ralph E. and Dorothy J. Millhouse as recorded in Deed Book 625 page 384.

Temporary Easement
The south 10 feet of said space lying immediately north of and adjacent to the Alberta Drive right-of-way.

XII. The following described temporary easement is located within Cassel Hills Addition, Section 1 as recorded in Plat Book 19, page 154.

Temporary Easement
1. The east 10 feet of the west 24 feet of lots 28, 29, 30 and 31.
2. The east 10 feet of the west 24 feet of the south 55 feet of lot 1.
3. The east 10 feet of the west 24 feet of the north 35 feet of lot 58.

XIII. The following described permanent and tempoary easements are located within space now or formerly owned by Spears-Dehner, Inc., as recorded by instrument number 70-17778.

Permanent Easement
A 30-foot-in-uniform width easement on said space, the centerline of which is described as follows:

Beginning at the Southwest corner of Lot 11 in A.M. Zuber's 3rd Suburban Addition; thence northeasterly along the northwesterly line of said Lot 11 a distance of 165.0 feet, to a point being the true point of beginning of the said easement centerline; thence a left deflection of 90 degrees a distance of 66.5 feet; thence a left deflection of 70 degrees, a distance of 45.0 feet; thence a right deflection of 85 degrees 30 minutes terminating at a distance of 80.0 feet.

Temporary Easement
A 20-foot-in-uniform width easement lying immeidately north of, east of, west of, south of, and adjacent to the aforedescribed permanent easement.

All according to the method and manner provided for in an Act of General Assembly of the State of Indiana as approved in 1967; more particularly I.C. 18-1-1.5-5 and 14, and I.C. 18-1-7-1 to 11, and the provisions of all acts amendatory thereto and supplemental thereof.

All land affected lies within part of the Northeast Quarter of Section 31, Northeast Quarter of Section 29, and the Southeast Quarter of Section 20, Township 30 North, Range 13 East.

The temporary sewer easement shall expire two (2) years from date of adoption.

ADOPTED THIS 29 DAY OF October, 1980.

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Herbert Gamache, Member

ATTEST:

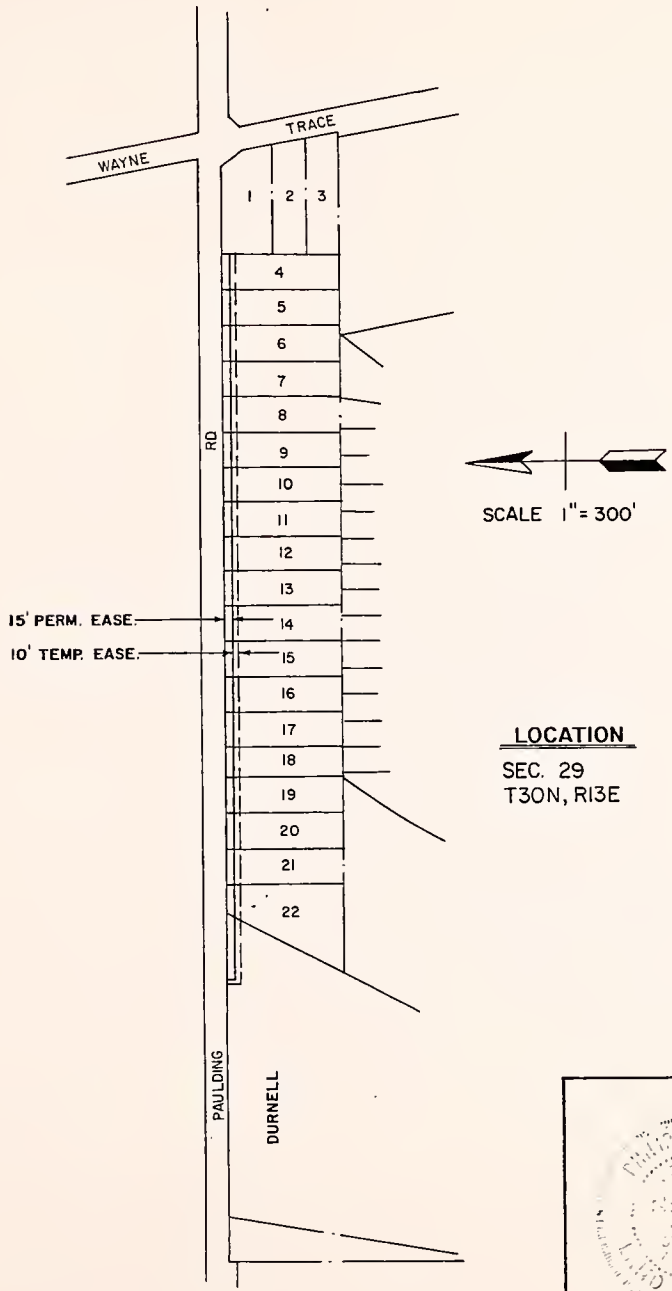
Clerk SANDRA E. KENNEDY

Reference Sewer Resolution No. 337-80

Prepared by: P.R. Boller, P.E.

ZUBERS ADDITION
SANITARY SEWER
EASEMENT RESOLUTION NUMBER 199-80

PERMANENT & TEMPORARY EASEMENTS
REF. SEWER RESOLUTION 337-80



SCALE 1" = 300'

LOCATION

SEC. 29
T30N, R13E

LEGEND

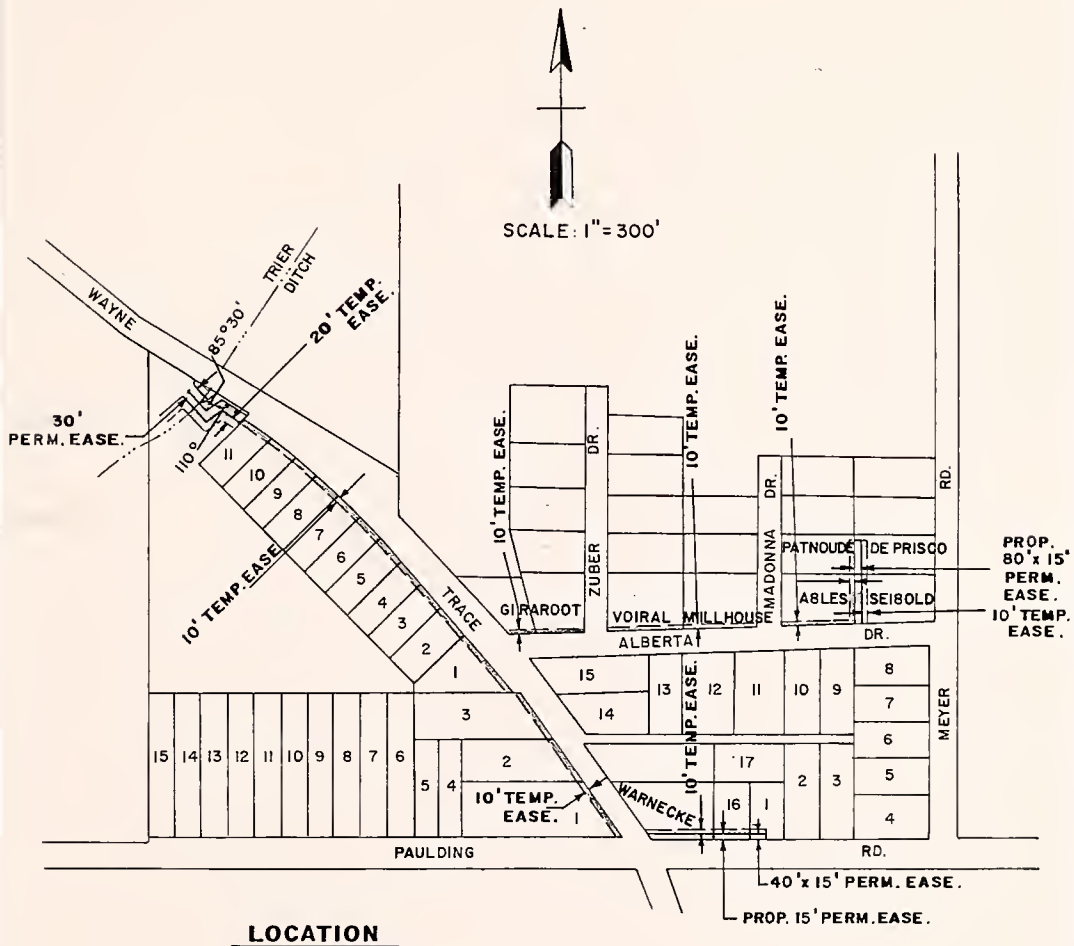
Existing Easement
Proposed Permanent Easement
Proposed Temporary Easement

Phillip R. Boller, L.S. 9846

October 22, 1980

ZUBER'S ADD.
SANITARY SEWER
EASEMENT RESOLUTION NUMBER 199 - 80

PERMANENT & TEMPORARY EASEMENTS
REF. SEWER RESOLUTION 337-80
SHEET 2 OF 3



LOCATION

SEC. 20
T 30 N, R 13 E

LEGEND

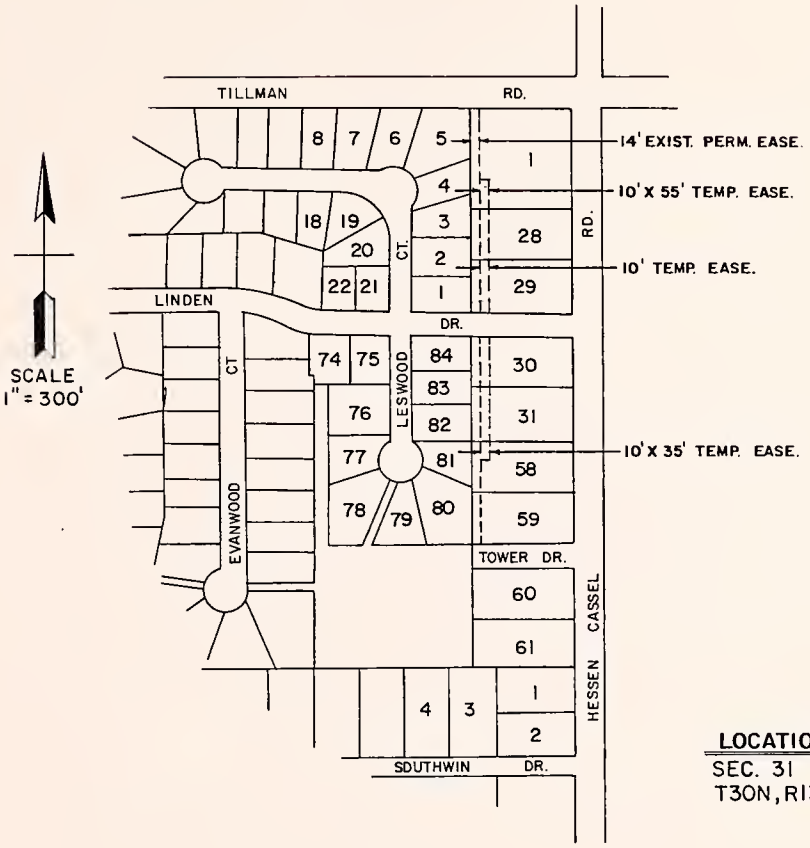
- Existing Easement
- Proposed Permanent Easement
- Proposed Temporary Easement

Phillip R. Boller, L.S.9846

October 22, 1980

ZUBERS ADDITION
SANITARY SEWER
EASEMENT RESOLUTION NUMBER 199-80

PERMANENT & TEMPORARY EASEMENTS
REF. SEWER RESOLUTION 337-80
SHEET 3 OF 3



LOCATION
SEC. 31
T30N, R13E

LEGEND

Existing Easement
Proposed Permanent Easement
Proposed Temporary Easement

PHILLIP R. BOLLER
No. 9846
STATE OF INDIANA
LAND SURVEYOR

Phillip R. Boller, L.S. 9846

October 22, 1980

86

70-27-18 H.I.
10/29/80

84-021347

1984 AUG 31 PM 3:22
ALLEN COUNTY RECORDER
Virginia A. Young

SEWER EASEMENT RESOLUTION NO. 198-80
PERMANENT AND TEMPORARY

TRIER DITCH INTERCONNECT INTERCEPTOR
TRIER RIDGE PUMP STATION
PAULDING ROAD

For the condemnation of permanent and temporary easements for the purpose to construct, operate, control, and maintain a sanitary sewer line along and across a portion of the West Half of Section 29, and the Northeast Quarter of Section 29, Township 30 North, Range 13 East; bounded on the North by Paulding Road; bounded on the East by the Trier Ditch;bounded on the South by Tillman Road; and bounded on the West by Hessen Cassel Road.

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that it is desired and deemed necessary to condemn right-of-way for permanent and temporary easement, purposes to construct, operate, control, and maintain a sanitary sewer line along and across a portion of the West Half of Section 29 and the Northeast Quarter of Section 29, Township 30 North, Range 13 East; bounded on the North by Paulding Road; bounded on the East by Trier Ditch; bounded on the South by Tillman Road; bounded on the West by Hessen Cassel Road; more particularly described as follows:

I. The following described permanent and temporary easements are located within space now or formerly owned by: Glen A. and Bonnie J. Durnell as recorded by instrument number 79-38851, Casselwood Apartments II as recorded by instrument number 71-9071; Schrock Construction, Inc., as recorded by instrument number 78-17056 and Gustav and Velma O Wiehe as recorded in Deed Book 374, page 20.

Permanent Easement
A 40-foot-in-uniform width easement on said spaces, the centerline of which is described as follows:

Commencing at the Southeast corner of the Southwest Quarter of Section 29, Township 30 North, Range 13 East; thence West along the centerline of Tillman Road, a distance of 809.3 feet; thence North, a distance of 50.0 feet normal to said centerline to the true point of beginning of the 40-foot-in-uniform width easement centerline; thence East and parallel to the centerline of Tillman Road, a distance of 440 feet; thence a left deflection of 88 degrees 55 minutes, a distance of 2613.7 to a point on the North Quarter Section line of the Southwest Quarter; thence a left deflection of 09 degrees 03 minutes, a distance of 543.4 feet; thence a right deflection of 15 degrees 38 minutes a distance of 783.8 feet; thence a right deflection of 2 degrees 36 minutes a distance of 501.8 feet; thence a right deflection of 15 degrees 23 minutes a distance

DULY ENTERED FOR TAXATION
AUG 31 1984
8.50
Gloria J. Goeglein
AUDITOR OF ALLEN COUNTY

86

of 476.5 feet; thence a left deflection of 10 degrees terminating at a point on the centerline of Paulding Road; the easement lines and angles are extended or shortened to their point of intersection.

Temporary Easement
A 20-foot-in-uniform width easement lying immediately north of, west of, east of, and adjacent to the aforedescribed permanent easement, excluding the spaces located east of the Trier Ditch centerline.

All according to the method and manner provided for in an Act of General Assembly of the State of Indiana as approved in 1967; more particularly I. C. 18-1-1.5-5 and 14, and I.C. 18-1-7-1 to 11, and the provisions of all acts amendatory and supplemental thereof.

All land affected lies within part of the West Half and the Northeast Quarter of Section 29, Township 30 North, Range 13 East.

The temporary sewer easement shall expire two (2) years from the date of adoption.

ADOPTED THIS 29 DAY OF October, 1980.

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Herbert Gamache, Member

ATTEST:
Sander E. Kennedy
Clerk SANDRA E. KENNEDY

Reference Sewer Resolution 336-80

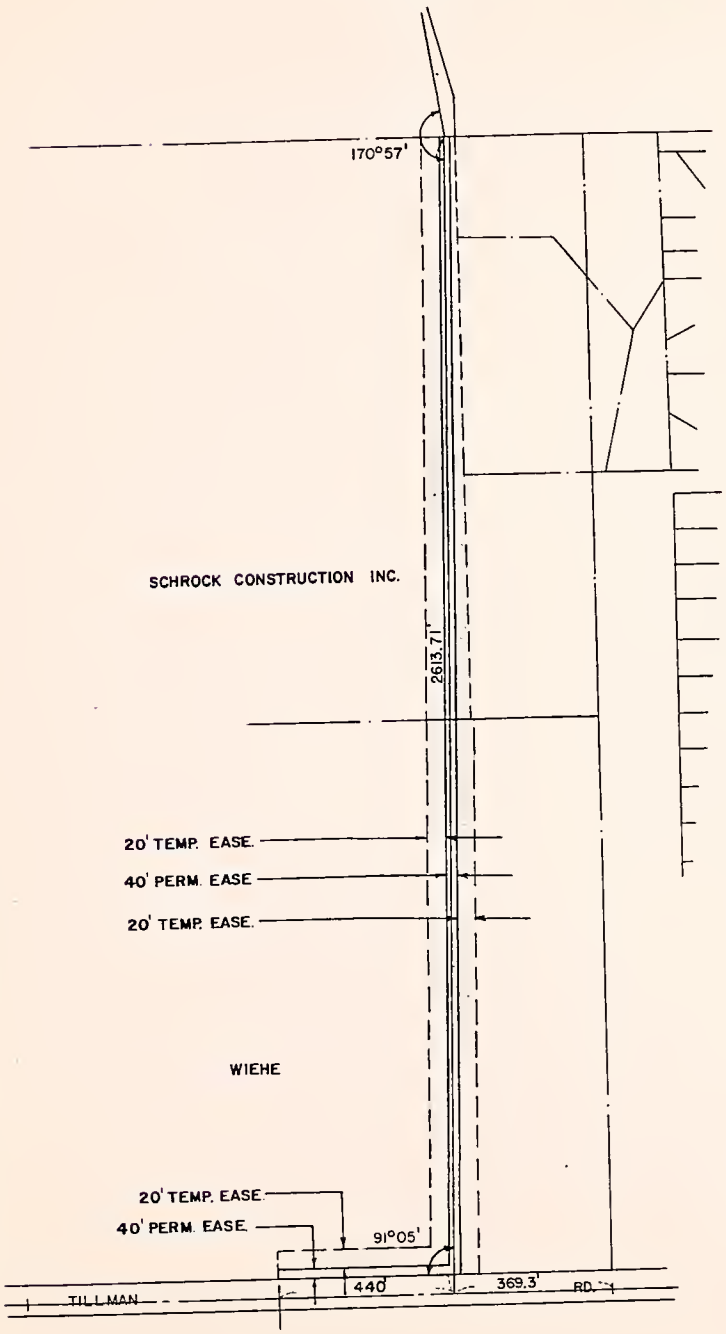
Prepared by: P.R. Boller, P.E.

86

TRIER RIDGE PUMP STA.- PAULDING RD.
SANITARY SEWER

EASEMENT RESOLUTION NUMBER 198-80

PERMANENT & TEMPORARY EASEMENTS
REF. SEWER RESOLUTION 336-80
SHEET 1 OF 2



SCALE
1" = 300'

LOCATION

SEC. 29
T3ON, R13E

LEGEND

Existing Easement
Proposed Permanent Easement
Proposed Temporory Eosement

Phillip R. Boller, L.S.9846

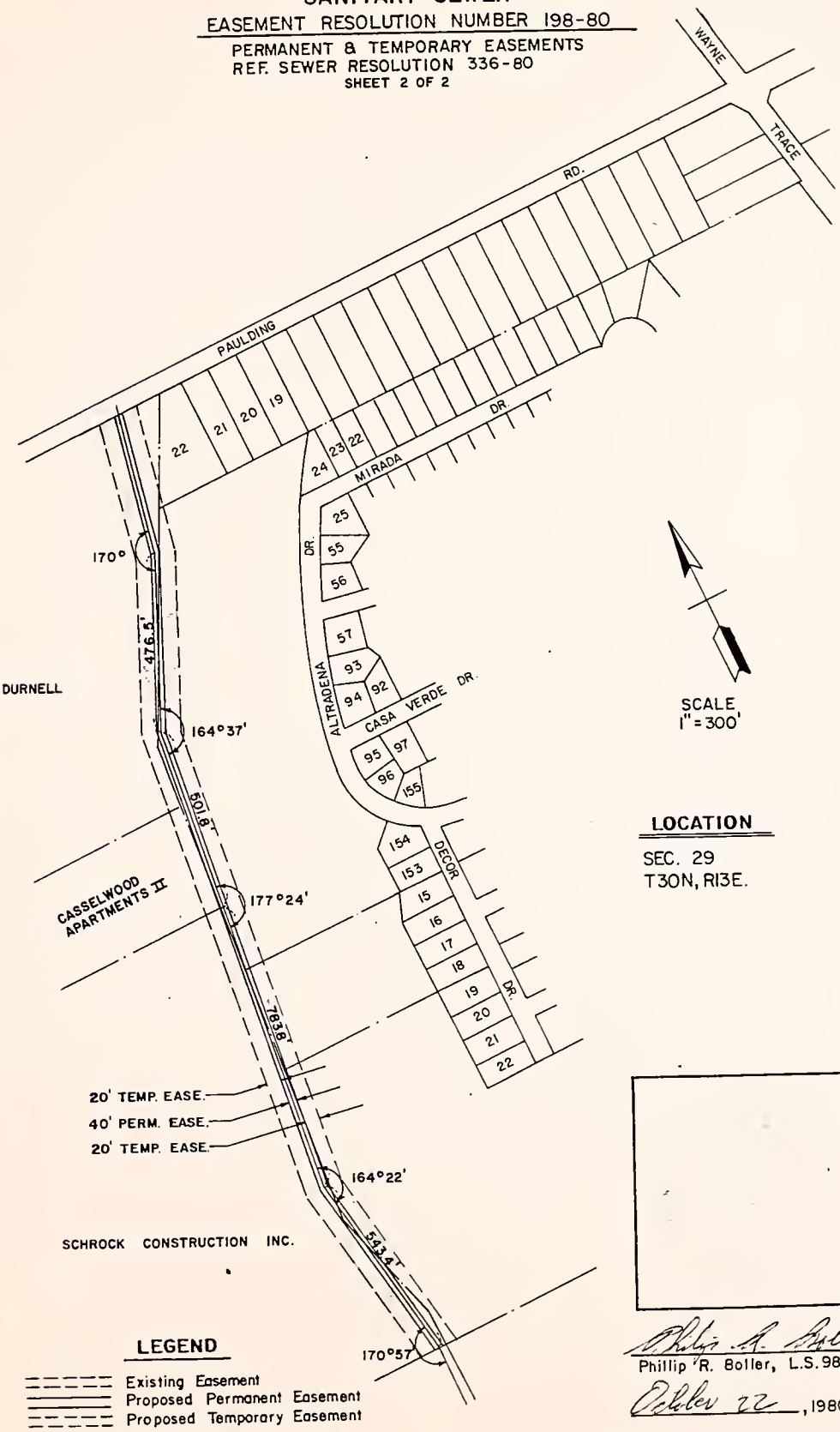
October 22, 1980

86

TRIER RIDGE PUMP STA.- PAULDING RD.
SANITARY SEWER

EASEMENT RESOLUTION NUMBER 198-80

PERMANENT & TEMPORARY EASEMENTS
REF. SEWER RESOLUTION 336-80
SHEET 2 OF 2



LOCATION

SEC. 29
T3ON, R13E.

LEGEND

Existing Easement
Proposed Permanent Easement
Proposed Temporary Easement

Phillip R. Boller, L.S. 9846

October 22, 1980

86

70-27-16 H.I
10/29/80

1984 AUG 31 PM 3:22

ALLEN COUNTY RECORDER
Virginia L Young

84-021345

SEWER EASEMENT RESOLUTION NO. 196-80
PERMANENT AND TEMPORARY

TRIER DITCH - COLONY HEIGHTS

For the condemnation of permanent and temporary easements for the purpose to construct, operate, control, and maintain a sanitary sewer line along and across a portion of the South Half of Section 20 and the Northeast Quarter of Section 20, Township 30 North, Range 13 East; bounded on the North by Maple Grove Avenue and its easterly extension; bounded on the East by the Trier Ditch; bounded on the South by Paulding Road; bounded on the west by Hessen Cassel Road.

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that it is desired and deemed necessary to condemn right-of-way for permanent and temporary easement, purposes to construct, operate, control and maintain a sanitary sewer line along and across a portion of the South Half of Section 20, and the Northeast Quarter of Section 20, Township 30 North, Range 13 East; bounded on the North by Maple Grove Avenue and its easterly extension; bounded on the East by the Trier Ditch; bounded on the South by Paulding Road; bounded on the West by Hessen Cassel Road; more particularly described as follows:

I. The following described permanent and temporary easements are located within spaces now or formerly owned by David P. Clemens, Philip M. Clemens, and Carroll A. Clemens, as recorded in Deed Book 726, page 81, and also in Will Record 95, pages 28-35; Spears-Dehner, Inc., as more generally described as Vacated Lots 25-32, 60-75, and 95-162 inclusive and adjacent vacated streets of Grandview Gardens as recorded in Plat Book 16, page 165; Spears-Dehner, Inc., as recorded by instrument number 70-17778; and Tom and Elizabeth Martin and John Dehner, as recorded by instrument number 77-15027.

Permanent Easement

A 40-foot-in-uniform width easement on said spaces, the centerline of which is described as follows:

Commencing at an iron pin in the southwest corner of Lot 12 of Fairfax Addition as recorded in Plat Book 16, page 155; thence South normal to the south property line of Lot 12 a distance of 10 feet; thence a left deflection of 90 degrees, a distance of 834.6 feet; thence a left deflection of 14 degrees 30 minutes a distance of 219.52 feet to the true point of beginning of said easement centerline; thence a right deflection of 127 degrees, 27 minutes 20 seconds a distance of 666.74 feet; thence a right deflection of 12 degrees 43 minutes, a distance of 610.3 feet; thence a left deflection of 14 degrees 05 minutes, a distance of 610.05 feet to the centerline

DULY ENTERED FOR TAXATION
AUG 31 1984
Gloria J. Gieglein
AUDITOR OF ALLEN COUNTY

10.00
PG

of Wayne Trace; thence a right deflection of 26 degrees, a distance of 462.05 feet; thence a left deflection of 5 degrees 0 minutes of 615 feet to a point located 20 feet West of the Northwest corner of space now or formerly owned by Harold E. and Verda E. Booth, as recorded in Deed Book 722, page 517; thence a left deflection of 42 degrees 15 minutes, terminating at a point on the centerline of Paulding Road; the easement lines and angles are extended or shortened to their point of intersection

Temporary Easement
A 20-foot-in-uniform width easement on said space, lying immediately east of, west of, and adjacent to the aforedescribed permanent easement, excluding the space now or formerly owned by Harold E. and Verda E. Booth, as recorded in Deed Book 722, page 517.

II. The following described permanent and temporary easements are located within spaces now or formerly owned by David P. Clemens, Philip M. Clemens, and Carroll A. Clemens, as recorded in Deed Book 726, page 81 and also in Will Record 95, pages 28-35.

Permanent Easement
1. The south 62 feet of the East Half of the Southwest Quarter of Section 20, Township 30 North, Range 13 East, the south 32 feet of which is Paulding Road right-of-way.
2. The south 62 feet of the fractional portion of the West Half of the Southeast Quarter of Section 20, Township 30 North, Range 13 East; the south 32 feet of which is Paulding Road right-of-way on said space that lies west of the Trier Ditch, excluding the space now or formerly owned by Harold E. and Verda E. Booth, as recorded in Deed Book 722, page 517.

Temporary Easement
A 40-foot-in-uniform width easement lying immediately north of and adjacent to the aforedescribed permanent easement.

All according to the method and manner provided for in an Act of General Assembly of the State of Indiana as approved in 1967; more particularly I. C. 18-1-1.5-5 and 14, and I.C. 18-1-7-1 to 11, and the provisions of all acts amendatory thereto and supplemental thereof.

All land affected lies within part of the South Half of Section 20 and the Northeast Quarter of Section 20, Township 30 North, Range 13 East.

86

The temporary sewer easement shall expire two (2) years from the date of the adoption.

ADOPTED THIS 29 DAY OF October, 1980.

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Herbert Camache, Member

Sandra E Kennedy
Clerk of Board of Public Works
SANDRA E. KENNEDY

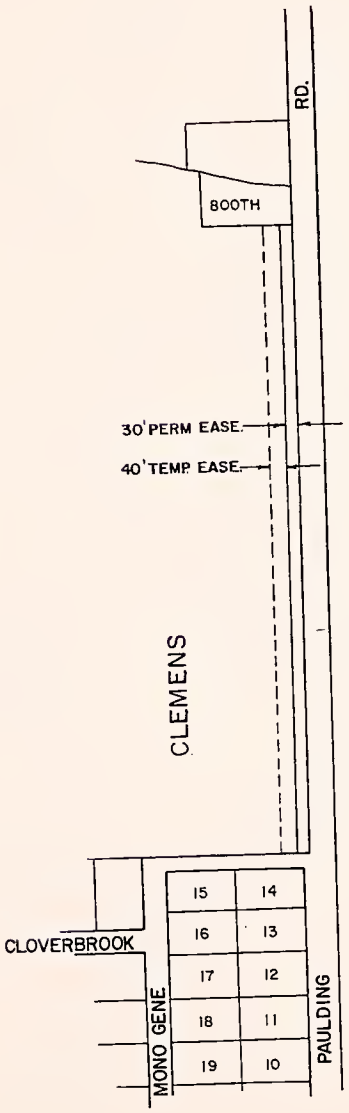
Reference Sewer Resolution No. 334-80

Prepared by: Philip R. Boller, P.E.

86

TRIER DITCH-COLONY HEIGHTS
SANITARY SEWER
EASEMENT RESOLUTION NUMBER 196-80

PERMANENT & TEMPORARY EASEMENTS
REF. SEWER RESOLUTION 334-80
SHEET 1 OF 2



SCALE
1"=300'

LOCATION

SEC. 20,
T 30N, R 12E

LEGEND

Existing Easement
Proposed Permanent Easement
Proposed Temporary Easement

PHILLIP R. BOLLER
REGISTERED
No. 9846
STATE OF INDIANA
LAND SURVEYOR

Phillip R. Boller, L.S. 9846

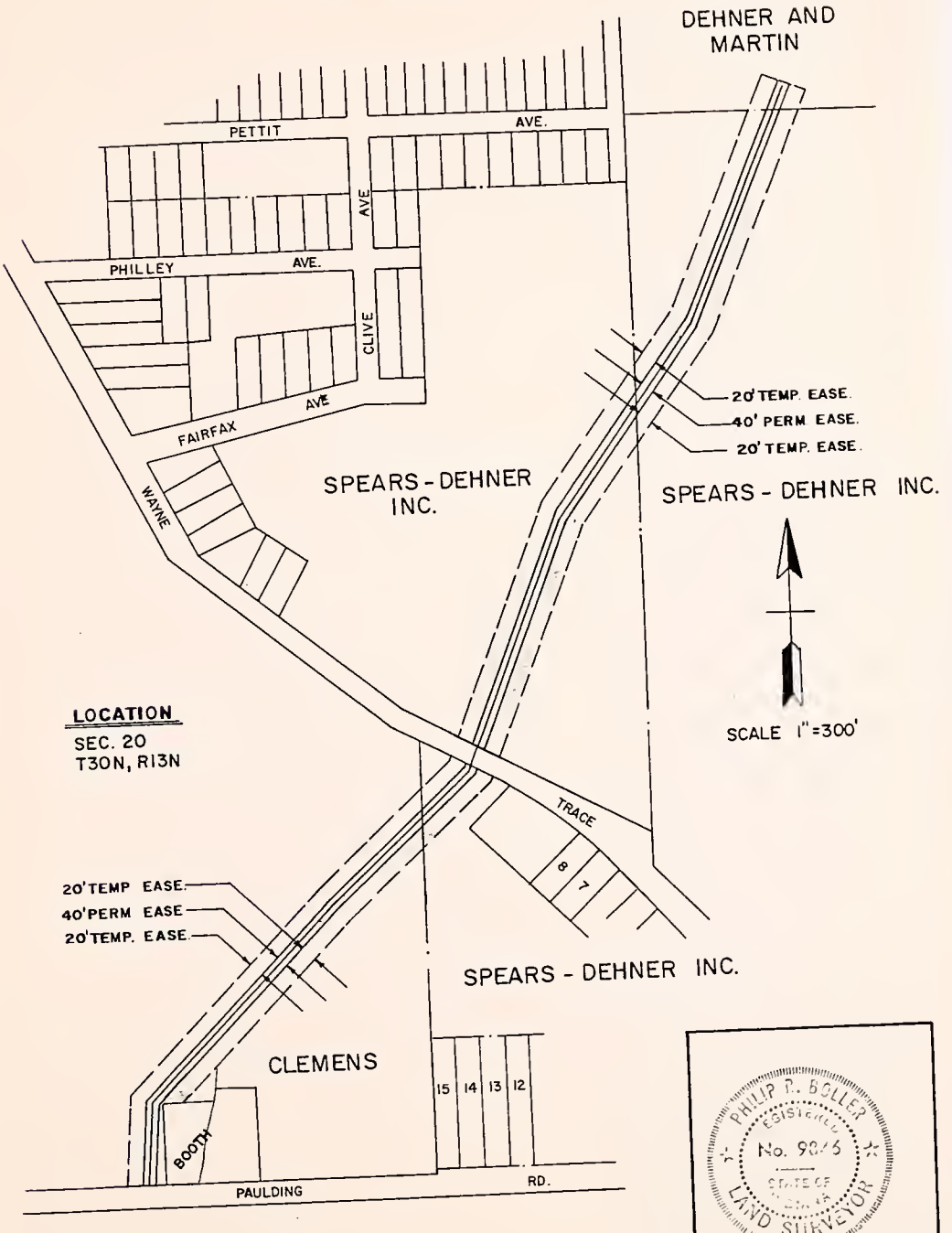
October 22, 1980

86

TRIER DITCH - COLONY HEIGHTS SANITARY SEWER

EASEMENT RESOLUTION NUMBER 196-80

PERMANENT & TEMPORARY EASEMENTS
REF. SEWER RESOLUTION 334-80
SHEET 2 OF 2



PHILIP R. BOLLER
REGISTERED
No. 9846
STATE OF
LAND SURVEYOR

Phillip R. Boller, L.S.9846

October 22, 1980

LEGEND

- Existing Easement
- Proposed Permanent Easement
- Proposed Temporary Easement

86

70-27-15 H.I
10/29/80

1984 AUG 31 PM 3:22
ALLEN COUNTY RECORDER
Virginia L Young

84-021344

SEWER EASEMENT RESOLUTION NO. 195-80
PERMANENT AND TEMPORARY
CASSEL HEIGHTS SANITARY SEWER

For the condemnation of permanent and temporary easements for the purpose to construct, operate, control, and maintain a sanitary sewer line along and across a portion of the Southwest Quarter of Section 17 and the North Half of Section 20, Township 30 North, Range 13 East; bounded on the North by Rudisill Boulevard and its extension; bounded on the East by Vinson Avenue and its northerly extension; bounded on the South by Philley Avenue and its extension; bounded on the West by Wayne Trace.

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana that it is desired and deemed necessary to condemn right-of-way for permanent and temporary easement, purposes to construct, operate, control, and maintain a sanitary sewer line along and across a portion of the Southwest Quarter of Section 17 and the North Half of Section 20, Township 30 North, Range 13 East; bounded on the North by Rudisill Boulevard and its extension; bounded on the East by Vinson Avenue and its northerly extension; bounded on the South by Philley Avenue and its extension; bounded on the West by Wayne Trace; more particularly described as follows:

I. The following described temporary easement is located within Fairfax Addition as recorded in Plat Book 16, page 155.

Temporary Easement
The North 10 feet of lots 283 through 294 inclusive.

II. The following described temporary easement is located within Fairfax 2nd Addition as recorded in Plat Book 16, page 164.

Temporary Easement
1. The East 10 feet of lots 307, 353, 354, 400, 401, 447, 448 and 489.
2. The North 10 feet of lots 483 through 489 inclusive.

III. The following described temporary easement is located within space now or formerly owned by John Dehner, Inc., and Tom and Elizabeth Martin, as recorded by instrument number 77-15027.

Temporary Easement
1. The South 10 feet of the West 700 feet of said space lying immediately north of and adjacent to the East Sherwood Terrace right-of-way as recorded in Plat Book 16, page 155.
2. The West 10 feet of said space lying immediately east of and adjacent to the Bueter Road right-of-way as recorded in Plat Book 16, page 164.

DULY ENTERED FOR TAXATION
AUG 31 1984
8.50
Gloria J. Goeglein
AUDITOR OF ALLEN COUNTY

86

IV. The following described permanent and temporary easements are located within space now or formerly owned by Howard Hirschy Realty, Inc., as recorded in Deed Book 665, pages 265-266, and also within Cassel Heights Addition, Section 1, Lots 30, 31 and 32 as recorded in Plat Book 28, page 8.

Permanent Easement
A 15-foot-in-uniform width easement on said space, the centerline of which is described as follows:

Commencing at the Southeast corner of the Southwest Quarter of Section 17; thence North 89 degrees 32 minutes West along the South line 337.55 feet to the true point of beginning of the aforementioned easement centerline; thence a right deflection of 96 degrees 48 minutes, a distance of 573 feet; thence a left deflection of 81 degrees 52 minutes, a distance of 315 feet; thence a right deflection of 12 degrees 03 minutes, a distance of 600 feet; thence a right deflection of 47 degrees terminating at a distance of 160 feet.

Temporary Easement
A 30-foot-in-uniform width easement lying immediately north of, South of, East, of West of, and adjacent to the aforedescribed permanent easement.

All according to the method and manner provided for in an Act of General Assembly of the State of Indiana as approved in 1967; more particularly I.C. 18-1-1.5-5 and 14 and I.C. 18-1-7-1 to 11, and the provisions of all acts amendatory thereto and supplemental thereof.

All land affected lies within part of the Southwest Quarter of Section 17, and the North Half of Section 20, Township 30 North, Range 13 East.

All temporary easements shall expire two (2) years from date of adoption.

ADOPTED THIS 29 DAY OF October, 1980.

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Herbert Gamache, Member

ATTEST:

Sandra E Kennedy
Clerk SANDRA E KENNEDY

Reference Sewer Resolution No. 333-80

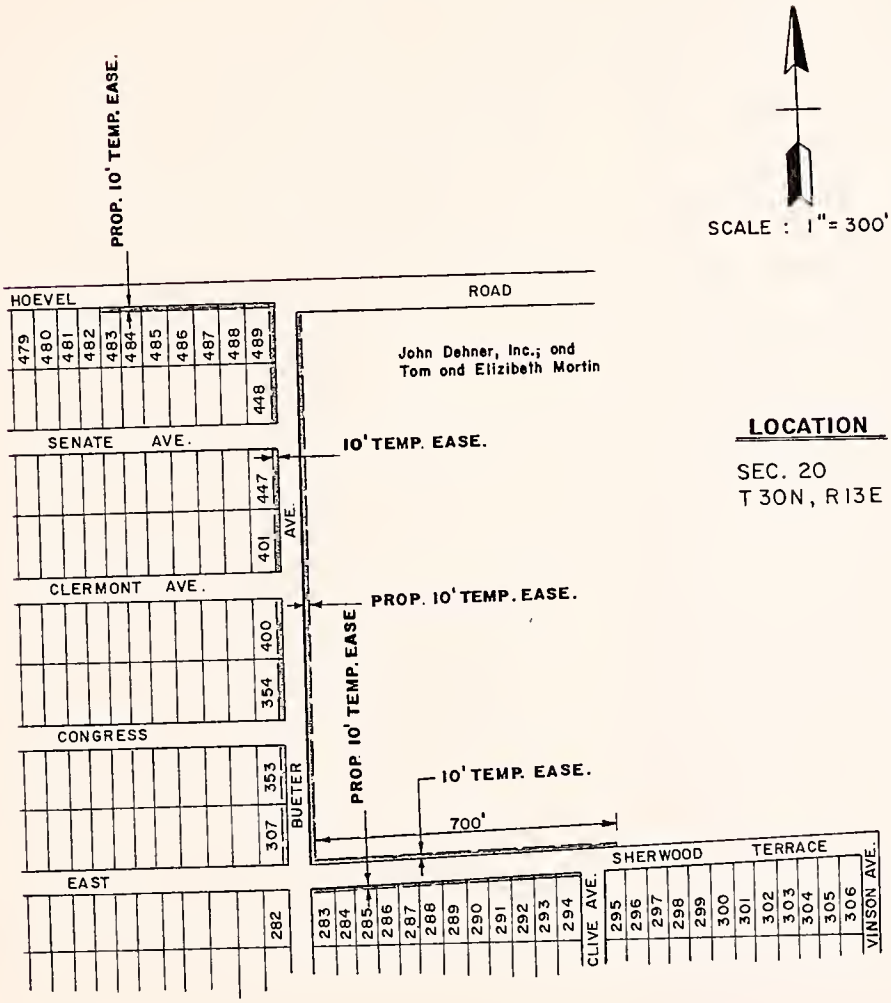
Prepared by: P.R. Boller, P.E.

86

CASSEL HEIGHTS
SANITARY SEWER

EASEMENT RESOLUTION NUMBER 195-80

PERMANENT & TEMPORARY EASEMENTS
REF. SEWER RESOLUTION 333-80
Sheet 1 of 2



SCALE : 1" = 300'

LOCATION

SEC. 20
T 30N, R 13E

LEGEND

Existing Easement
Proposed Permanent Easement
Proposed Temporary Easement

PHILIP R. BOLLER
REGISTERED
No. 9846
STATE OF MONTANA
LAND SURVEYOR

Philip R. Boller

Phillip R. Boller, L.S. 9846

October 22, 1980

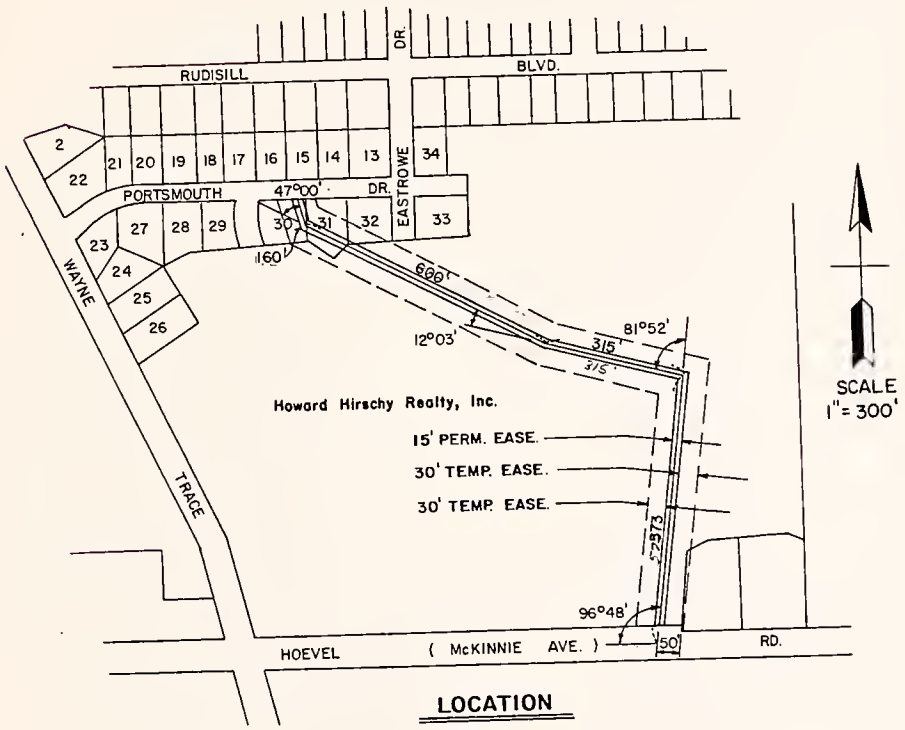
86

CASSEL HEIGHTS
SANITARY SEWER

EASEMENT RESOLUTION NUMBER 195-80

PERMANENT & TEMPORARY EASEMENTS
REF. SEWER RESOLUTION 333-80

Sheet 2 of 2



LOCATION

SEC. 17
T3ON, R13E

LEGEND

Existing Easement
Proposed Permanent Easement
Proposed Temporary Easement

PHILLIP R. BOLLER
REGISTERED
No. 9846
STATE OF LOUISIANA
LAND SURVEYOR

Phillip R. Boller, L.S.9846

October 22, 1980

86

70-27-14 H.I. 10/29/80

1984 AUG 31 PM 3:22
ALLEN COUNTY RECORDER
Virginia L. Young

84-021343

SEWER EASEMENT RESOLUTION NO. 194-80
PERMANENT AND TEMPORARY

TRIER DITCH INTERCONNECT INTERCEPTOR
TRIER DITCH-MEYER ROAD

For the condemndation of permanent and temporary easements for the purpose to construct, operate, control and maintain a sanitary sewer line along and across a portion of the Southwest Quarter of Section 15, Southeast Quarter of Section 16, North Half of Section 21, and Northeast Quarter of Section 20, Township 30 North, Range 13 East; bounded on the North by MReller Road; bounded on the East by a line 1,300± LF east of and parallel to Adam's Center Road; bounded on the south by Philley Avenue and its easterly extension; bounded on the West by Vinson Avenue and its northerly extension.

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana that it is desired and deemed necessary to condemn right-of-way for permanent and temporary easement, purposes to construct, operate, control, and maintain a sanitary sewer line along and across a portion of the Southwest Quarter of Section 15, Southeast Quarter of Section 16, North Half of Section 21 and Northeast Quarter of Section 20, Township 30 North, Range 13 East; bounded on the North by Moeller Road; bounded on the East by a line 1,300± LF east of and parallel to Adam's Center Road; bounded on the South by Philley Avenue and its easterly extension; bounded on the West by Vinson Avenue and its northerly extension, more particularly described as follows:

I. The following described permanent and temporary easements are located within spaces now or formerly owned by John Dehner and Tom and Elizabeth Martin as recorded by instrument number 77-15027.

Permanent Easement

A 40-foot-in-uniform width easement on said spaces, the centerline of which is described as follows:

Commencing at an iron pin in the southwest corner of lot 12 of Fairfax Addition, as recorded in Plat Book 16, page 155; thence South normal to south property line of Lot 12 a distance of 10 feet; thence a left deflection of 90 degrees a distance of 834.6 feet; thence a left deflection of 14 degrees 30 minutes, a distance of 219.52 feet to the true point of beginning of said easement centerline; thence a left deflection 29 degrees 7 minutes 40 seconds, a distance of 1082.81 feet; thence left deflection of 22 degrees 32 minutes 20 seconds to a point terminus located on the centerline of Meyer Road located 1,120 feet north of the east on-quarter of Section 20.

DULY ENTERED FOR TAXATION
AUG 31 1984
Gloria J. Gorglein
AUDITOR OF ALLEN COUNTY

14.50
C
pg

Temporary Easement
A 20-foot-in-uniform width easement lying immediately north of, east of, south of, west of, and adjacent to the aforedescribed permanent easement.

II. The following described permanent and temporary easements are located within spaces now or formerly owned by Howard Martin, Inc., as recorded by instrument number 77-5531; Robert L. and Carolyn J. Nieter, as recorded by instrument number 76-9148; Wilbert and Luella Bradtmiller, as recorded in Deed Book 366, page 583.

Permanent Easement
A 40-foot-in-uniform width easement on said spaces, the centerline of which is described as follows:

Commencing at the east one-quarter corner of Section 20; thence northerly along the east boundary line of Section 20 also being centerline of Meyer Road a distance of 1,086.5 feet to the true point of beginning of said easement centerline; thence a right deflection of 58 degrees 4 minutes, a distance of 976.75 feet; thence a right deflection of 23 degrees 28 minutes, a distance of 476.3 feet; thence a right deflection of 17 degrees 1 minute, a distance of 425.6 feet; thence a left deflection of 23 degrees, 39 minutes a distance of 565.6 feet; thence a left deflection of 25 degrees 52 minutes, a distance of 615.0 feet; thence a right deflection of 29 degrees 5 minutes, a distance of 373.8 feet; thence a left deflection of 7 degrees 4 minutes a distance of 499.4 feet; thence a left deflection of 7 degrees 54 minutes, to a point of terminus located on the south boundary of the Penn Central Railroad right-of-way.

Temporary Easement
A 20-foot-in-uniform width easement lying immediately north of, east of, south of, west of and adjacent to the aforedescribed easement.

III. The following described permanent and temporary easements are located within spaces now or formerly owned by Wells Street Mobile Home Court, Inc., as recorded by instrument number 79-38560; and Larry S. and Gloria J. Eichel and Donald and Helen Hampshire as recorded by instrument number 76-27998; and Lynn Bradtmueller as recorded by instrument number 80-5351.

Permanent Easement
A 40-foot-in-uniform width easement on said spaces, the centerline of which is described as follows:

Commencing at the east one-quarter corner of Section 16; thence southerly along the east boundary line of Section 16 also being centerline of Adam's Center Road a distance of 1,558.8 feet to the true point of beginning of

said easement centerline; thence a right deflection 85 degrees, 17 minutes, a distance of 275.35 feet; thence a left deflection of 58 degrees, 40 minutes a distance of 976.0 feet; thence a right deflection of 22 degrees, 33 minutes a distance of 302.6 feet; thence a left deflection of 8 degrees 6 minutes a distance of 80 feet; thence a right deflection 76 degrees 27 minutes a distance of 280 feet to a point of terminus.

Temporary Easement
A 20-foot-in-uniform width easement lying immeidately north of, east of, south of, west of, and adjacent to the aforedescribed permanent easement.

IV. The following described permanent and temporary easements are located within spaces now or formerly owned by Dearborn Equipment Corp., as recorded in Deed Book 727, page 458; Walter C. and Ludella S. Wiese, as recorded in Deed Book 480, page 214.

Permanent Easement
A 40-foot-in-uniform width easement on said spaces, the centerline of which is described as follows:

Commencing at the west one-quarter corner of Section 15; thence easterly along the centerline of Section 15 also being centerline of Moeller Road a distance of 1,222.7 feet to the true point of beginning of said easement centerline; thence a right deflection of 111 degrees 17 minutes a distance of 487.25 feet; thence a right deflection of 38 degrees 14 minutes a distance of 687.6 feet; thence a left deflection of 31 degrees 42 minutes a distance of 854.75 feet; thence a right deflection of 62 degrees 11 minutes to a point of terminus on the centerline of Adam's Center Road..

Temporary Easement
A 20-foot-in-uniform width easement lying immediately north of, east of, south of, west of, and adjacent to the aforedescribed permanent easement.

All according to the method and manner provided for in an Act of the General Assembly of the State of Indiana as approved in 1967; more particularly I.C. 18-1-1.5-5 and 14, and I.C. 18-1-7-1 to 11, and the provisions of all acts amendatory thereto and supplemental thereof.

All land affectes lies within part of the Southwest Quarter of Section 15, Southeast Quarter of Section 16, North Half of Section 21, and the Northeast Quarter of 20, Township 30 North, Range 13 East.

The temporary sewer easements shall expire two (2) years from date of Adoption.

86

ADOPTED THIS 29 DAY OF October, 1980.

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Herbert Gamache, Member

ATTEST:

Clerk SANDRA E KENNEDY

Reference Sewer Resolution No. 332-80

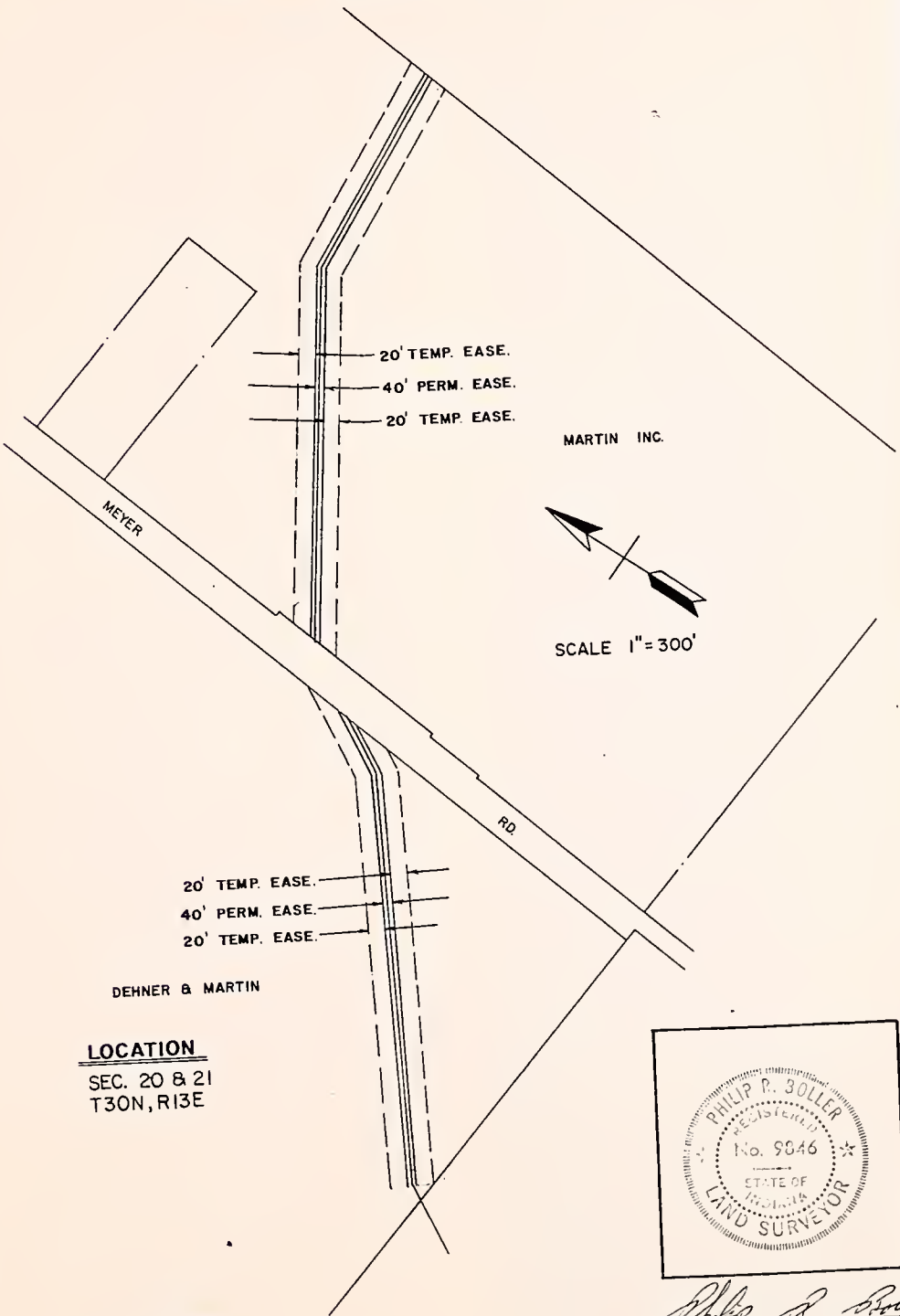
Prepared by: P.R. Boller, P.E.

86

TRIER DITCH - MEYER RD.
SANITARY SEWER

EASEMENT RESOLUTION NUMBER 194-80

PERMANENT & TEMPORARY EASEMENTS
REF. SEWER RESOLUTION 332-80
SHEET 1 OF 4



LOCATION

SEC. 20 & 21
T3ON, R13E

LEGEND

Existing Easement
Proposed Permanent Easement
Proposed Temporory Easement

PHILIP R. BOLLER
REGISTERED
No. 9846
STATE OF
LAND SURVEYOR

Phillip R. Boller, L.S.9846

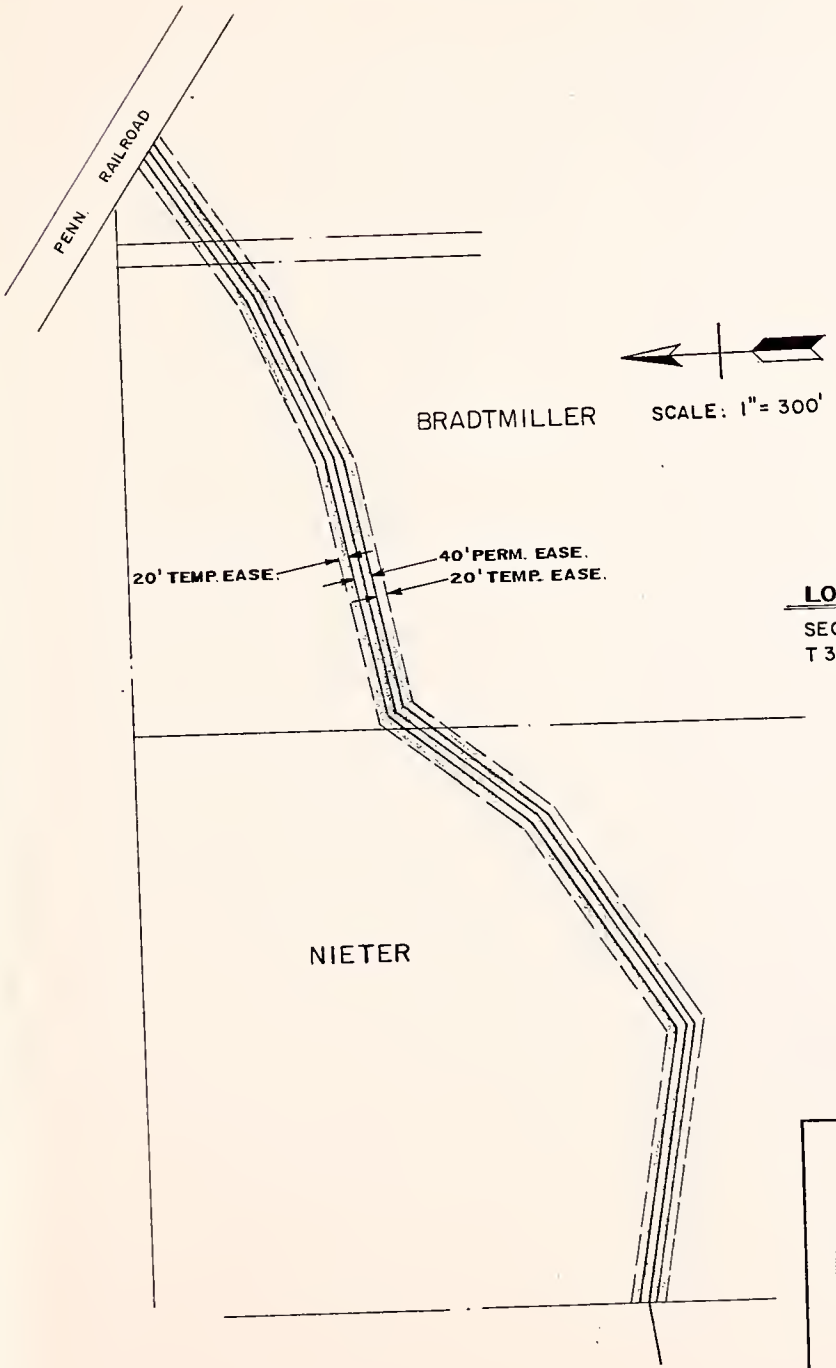
October 22, 1980

86

TRIER DITCH - MEYER RD.
SANITARY SEWER

EASEMENT RESOLUTION NUMBER 194 - 80

PERMANENT & TEMPORARY EASEMENTS
REF. SEWER RESOLUTION 332-80
SHEET 2 OF 4



LOCATION

SEC. 21
T 30N, R 13E

PHILIP R. BOLLER
REGISTERED
No. 9846
STATE OF INDIANA
LAND SURVEYOR

Philip R. Boller

Phillip R. Boller, L. S. 9846

October 22, 1980

LEGEND

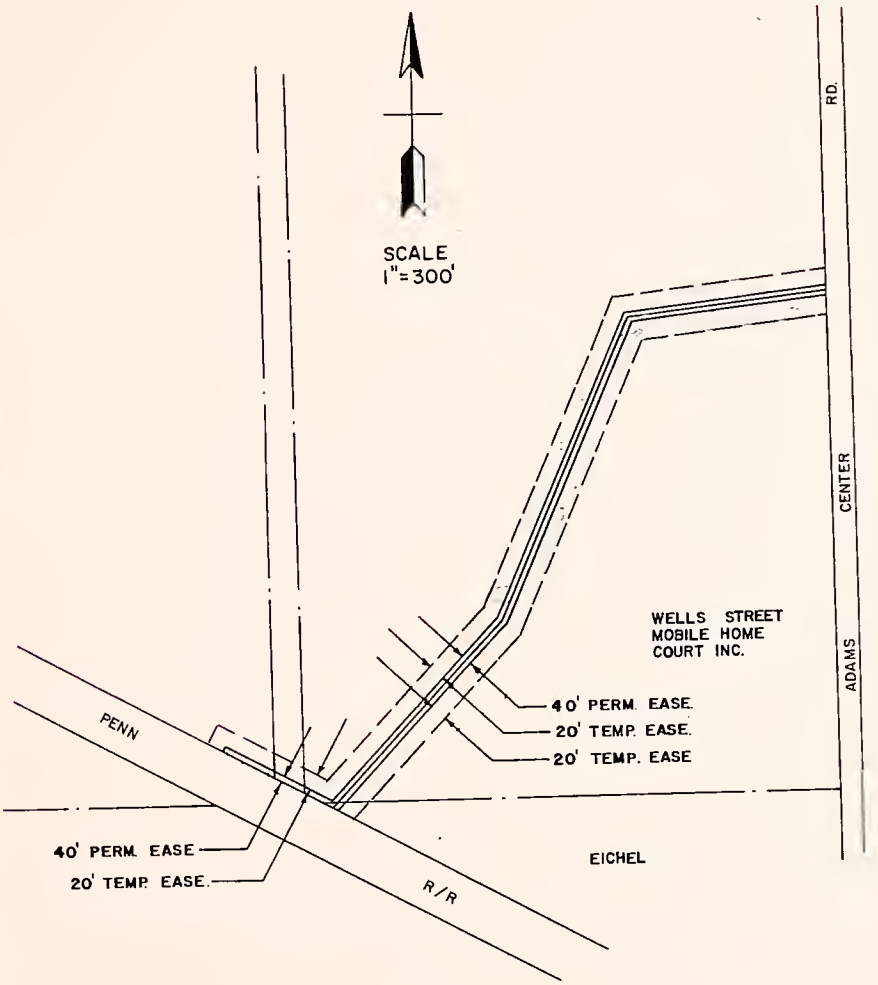
Existing Easement
Proposed Permanent Easement
Proposed Temporary Easement

86

TRIER DITCH-MEYER RD.
SANITARY SEWER

EASEMENT RESOLUTION NUMBER 194-80

PERMANENT & TEMPORARY EASEMENTS
REF. SEWER RESOLUTION 332-80
SHEET 3 OF 4



LOCATION

SEC. 16
T30N, R13E

PHILIP R. BOLLER
REGISTERED
No. 9846
STATE OF INDIANA
LAND SURVEYOR

Phillip R. Boller, L.S. 9846

October 22, 1980

LEGEND

Existing Easement
Proposed Permanent Easement
Proposed Temporary Easement

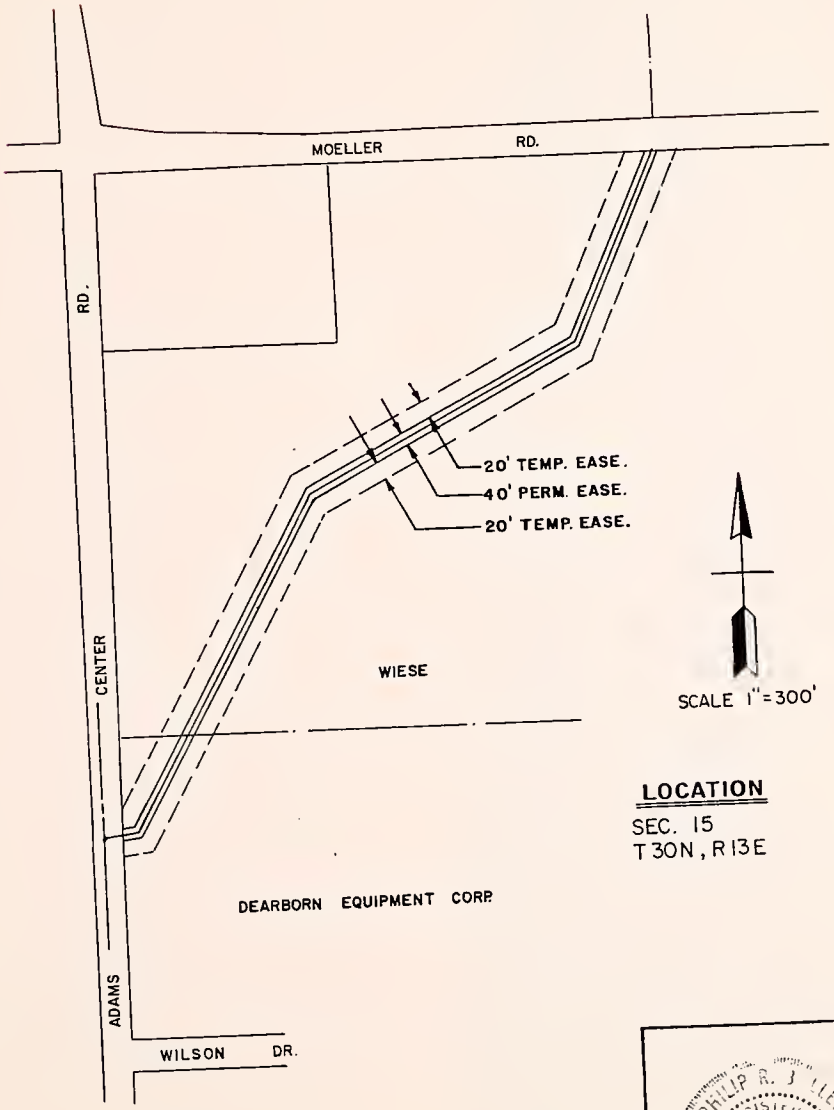
86

TRIER DITCH - MEYER RD.
SANITARY SEWER

EASEMENT RESOLUTION NUMBER 194-80

PERMANENT & TEMPORARY EASEMENTS
REF. SEWER RESOLUTION 332 - 80

SHEET 4 OF 4



LOCATION

SEC. 15
T30N, R13E

PHILIP R. BOLLER
REGISTERED
No. 9846
STATE OF INDIANA
LAND SURVEYOR

Phillip R. Boller

Phillip R. Boller, L.S.9846

October 22, 1980

LEGEND

Existing Easement
Proposed Permanent Easement
Proposed Temporary Easement

70-6-17 H.I
10/9/80

WESTWOOD ADDITION SANITARY SEWER
RESOLUTION NO. 351-80

RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana that the construction of a main sewer, which from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said sewer, but it is also intended and adapted for receiving sewage from collateral drains already constructed or which hereafter may be constructed, be and the same is hereby ordered.

MAIN LINE

Beginning at a proposed manhole located 90± LF south of and 760± LF east of the centerline intersection of Covington Road and Randall Road; thence westerly along Covington Road 2210± LF terminating at a proposed manhole located 20± LF south of and 30± LF west of the centerline intersection of Washington Road and Covington Road.

LATERAL #1

Beginning at a proposed manhole located 15± LF south of and 20± LF east of the centerline intersection of Randall Road and Covington Road; thence northerly along Randall Road 865± LF terminating at a proposed cleanout located 850± LF north of and 20± LF east of the centerline intersection of Covington Road and Randall Road.

LATERAL #1A

Beginning at a proposed manhole lcoated 75± LF west of and 45± LF south of the centerline intersection of Taylor Street and Randall Road; thence meandering southerly along Randall Road 695± LF terminating at a proposed cleanout located 560± LF south of and 15± LF east of the centerline intersection of Taylor Street and Randall Road.

LATERAL #2

Beginning at a proposed manhole located 20± LF south of and 30± LF west of the centerline intersection of Washington Road and Covington Road; thence meandering northeasterly along Washington Road 1125± LF terminating at a proposed manhole located 695± LF south of and 585± LF west of the centerline intersection of Randall Road and Taylor Street.

LATERAL 2A

Beginning at an existing manhole located 10± LF north of and 10± LF east of the centerline intersection of Taylor Street and Randall Road; thence meandering southwesterly along Washington Road 905± LF terminating at a proposed manhole located 570± LF south of and 520± LF west of the centerline intersection of Taylor Street and Randall Road.

LATERAL #3

Beginning at a proposed manhole located 45± LF south of and 75± LF west of the centerline intersection of Randall Road and Taylor Street; thence westerly along Taylor Street 605± LF terminating at a proposed cleanout structure located 15± LF south of and 710± LF west of the centerline intersection of Taylor Street and Randall Road.

LATERAL #4

Beginning at an existing manhole located 110± LF south of and 10± LF east of the centerline intersection of West Jefferson formerly U.S. #24 and Randall Road; thence meandering southwesterly along West Jefferson formerly U.S. #24 1720± LF terminating at a proposed manhole located 285± LF south of and 220± LF west of the centerline intersection of West Jefferson formerly U.S. #24 and Taylor Street.

Said sewer shall be 8", 12", and 15" in diameter.

The total cost of said sewer improvement shall be paid by funds from the Federal, State and City governmental agencies. The city monies will be appropriated from the Sewer Utility Fund of City Utilities. These monies will be repaid to City Utilities through the adoption, by the Board of Public Works, of a Resolution which will establish for each directly benefitted property owner their respective pro-rate share tap-in fee for said sewer improvement. This resolution shall also include any adjusted connection charge previously established, by the Board of Public Works, for those directly benefitted property owners, under Resolution No. 62-267-18 adopted by the Board of Public Works on September 18, 1975. The pro-rate share tap-in fee for each directly benefitted property owner will not exceed Two Thousand Five Hundred Dollars ($2,500.00) for a period of not less than one (1) year after it is established by the Board of Public Works. After this period of time the Board of Public Works reserves the right to adjust this tap-in fee.

Pursuant to I.C. 19-2-7-1 to 23, any and all property owners owning property outside the corporate limits of the City of Fort Wayne utilizing the sanitary sewer constructed by authority of this resolution does release his or their right to remonstrate against pending or future annexation by the City of Fort Wayne.

ADOPTED THIS 9 DAY OF October, 1980.

BOARD OF PUBLIC WORKS

BY: _____
Mark L. Akers, Chairman

ATTEST:

Sandra E. Kennedy
Sandra E. Kennedy, Clerk

BY: _____
Roberta Anderson Staten, Member

BY: _____
Herbert Gamache, Member

APPROVED AS TO FORM AND LEGALITY:

_____
Richard I. Schouffer,
Associate City Attorney

Prepared by:

P. R. Boller, P.E.

98

69-174 + 6/9 H.I. 9/24/80

CERTIFIED MAIL

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

24 September 1980

Rocco Ferrera & Company, Inc.
30105 West Eight Mile Road
Livonia, MI 48152

Subject: BIDS SUBMITTED ON September 9, 1980
RESOLUTION NO. 310-80 - PHASE I and IV

Gentlemen:

The purpose of this letter is to advise your firm that the Board of Public Works today conditionally awarded the contracts on these Resolutions to your company. The conditions upon which these awards were made are:

a. That your Affirmative Action Program is placed on file with the Equal Employment Office in the City-County Building (Room 380) and found to be acceptable by the appropriate governmental agencies.

b. The Environmental Protection Agency approves all contracts and funding under Sewage Works Grant No. C-180599-06.

c. The Common Council of the City of Fort Wayne approves all contracts and funding under Sewage Works Grant No. C-180599-06.

Finally, in our concentrated effort to obtain approval of all the contracts on this project, and issue a "Notice to Proceed," we respectfully request that your firm proceed to submit a fully executed contract along with the required Performance and Guaranty Bond to our office on or before October 20, 1980.

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Herbert Gamache, Member

cc: Win Moses, Jr., Mayor
P.R. Boller, P.E.
Richard Snouffer, Associate
City Attorney
Dorothy Dillon
Frances Ganaway
File

AN EQUAL OPPORTUNITY EMPLOYER

98

69-174-6 H.I. 9/24/80

CERTIFIED MAIL

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

24 September 1980

Dan's Excavating
12955-23 Mile Road
Utica, MI 48087

Subject: BID SUBMITTED SEPTEMBER 9, 1980
RESOLUTION NO. 310- PHASE I

Gentlemen:

The purpose of this letter is to advise your firm that your bid on September 9, 1980, on the above-captioned Resolution was the apparent low bid, but has been determined to be non-responsive to the MBE Statement specified both in the project's Addendum No. 1, and in the project's specifications pages FPC/29 through FPC/41.

Therefore, the Board of Public Works has determined not to award your firm the contract on September 24, 1980.

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Herbert Camache, Member

cc: Win Moses, Jr., Mayor
P.R. Boller, P.E.
Chief Water Pollution Control Engineer
Richard Snouffer, Associate City Attorney
Dorothy Dillon
Frances Ganaway
File

AN EQUAL OPPORTUNITY EMPLOYER

98

69-174-8 9/24/80 H.I.

CERTIFIED MAIL

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

24 September 1980

Joe R. Norman
2801 North Catherwood Avenue
Indianapolis, IN 46219

Subject: BID SUBMITTED ON September 9, 1980
RESOLUTION NO. 310-PHASE III

Gentlemen:

The purpose of this letter is to advise your firm that the Board of Public Works today has elected to waive certain irregularities found in your bid proposal such as:

a. A signed statement of compliance with the President's Executive Order 11246, 1114 and 10295.

b. An executed U.S. Environmental Protection Agency Certification of Nonsegregated Facilities, FPC/21.

c. An Affirmative Action Program on file with the Equal Employment Office in the City-County Building (Room 380).

Furthermore, the Board of Public Works has today conditionally awarded the contract on this Resolution to your firm. The Board of Public Works reserves the right to waive any irregularities in the documentation submitted by the bidder for this conditional award, but if the conditions for the bidder are not met, it will proceed to award this contract to the next lowest responsive bidder. The conditions upon which this award was made are:

a. That all the irregularities stated above (a, b, and c) are submitted to the Board of Public Works within the next fifteen (15) days and found to be acceptable thereafter by the appropriate governmental agencies.

b. The Environmental Protection Agency approves all contracts and funding under Sewage Works Grant No. C-180599-06.

c. The Common Council of the City of Fort Wayne approves all contracts and funding under Sewage Works Grant No. C-180599-06.

Finally, in our concentrated effort to obtain approval of all the contracts on this project, and issue a "Notice to Proceed," we respectfully request that your firm proceed to submit a fully executed contract along with the required Performance and Guaranty Bond to our office on or before October 20, 1980.

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Herbert Gamache, Member

cc: Win Moses, Jr., Mayor
P.R. Boller, P.E.
Chief Water Pollution Control Engineer
Richard Snouffer, Associate City Attorney
Dorothy Dillon
Frances Ganaway
File

98

69-174-7 9/24/80 H.I.

CERTIFIED MAIL

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

24 September 1980

Busch, Inc.
1625 Albon Road, P.O. Box 116
Holland, OH 43528

Subject: BID SUBMITTED ON SEPTEMBER 9, 1980
RESOLUTION NO. 310-PHASE II

Gentlemen:

The purpose of this letter is to advise your firm that the Board of Public Works today has elected to waive certain irregularities found in your bid proposal such as:

a. A signed statement of compliance with President's Executive Order 11246,1114 and 10295.

b. A detailed documentation of all the good faith efforts by your firm to obtain the MBE goal, as specified on page FPC/36, B,2. A copy of this documentation must be submitted directly to the "Office of Minority Business Enterprise, 440 North Meridian Street, Indianapolis, IN 46204," Attention: Dorothy Dillon.

c. An Affirmative Action Program on file with the Equal Employment Office in the City-County Building (Room 380).

Furthermore, the Board of Public Works has today conditionally awarded the contract on this Resolution to your firm. The Board of Public Works reserves the right to waive any irregularties in the documentation submitted by the bidder for this conditional award, but if the conditions for the bidder are not met, it will proceed to award this contract to the next lowest responsive bidder. The conditions upon which this award were made are:

a. That all the irregularities stated above (a,b, and c) are submitted to the Board of Public Works within the next fifteen (15) days and found to be acceptable thereafter by the appropriate governmental agencies.

b. That the Environmental Protection Agency approves all contracts and funding under Sewage Works Grant No. C-180599-06.

c. That the Common Council of the City of Fort Wayne approves all contracts and funding under Sewage Works Grant No. C-180599-06.

Finally, in our concentrated effort to obtain approval of all the contracts on this project, and issue a "Notice to Proceed," we respectfully request that your firm proceed to submit a fully executed contract along with the required Performance and Guaranty Bond to our office on or before October 20, 1980.

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Herbert Gamache, Member

cc: Win Moses, Jr., Mayor
P.R. Boller, P.E.
Chief Water Pollution Control Engineer
Richard Snouffer, Associate City Attorney
Dorothy Dillon
Frances Ganaway
File

98

69-174 + 6 (9) H.I. 9/24/80

CERTIFIED MAIL

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

24 September 1980

Rocco Ferrera & Company, Inc.
30105 West Eight Mile Road
Livonia, MI 48152

Subject: BIDS SUBMITTED ON September 9, 1980
RESOLUTION NO. 310-80 - PHASE I and IV

Gentlemen:

The purpose of this letter is to advise your firm that the Board of Public Works today conditionally awarded the contracts on these Resolutions to your company. The conditions upon which these awards were made are:

a. That your Affirmative Action Program is placed on file with the Equal Employment Office in the City-County Building (Room 380) and found to be acceptable by the appropriate governmental agencies.

b. The Environmental Protection Agency approves all contracts and funding under Sewage Works Grant No. C-180599-06.

c. The Common Council of the City of Fort Wayne approves all contracts and funding under Sewage Works Grant No. C-180599-06.

Finally, in our concentrated effort to obtain approval of all the contracts on this project, and issue a "Notice to Proceed," we respectfully request that your firm proceed to submit a fully executed contract along with the required Performance and Guaranty Bond to our office on or before October 20, 1980.

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Herbert Gamache, Member

cc: Win Moses, Jr., Mayor
P.R. Boller, P.E.
Richard Snouffer, Associate City Attorney
Dorothy Dillon
Frances Ganaway
File

88

CERTIFIED MAIL

69-174-10 H.I. 9/24/80

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

24 September 1980

L.W. Dailey, Inc.
1134 Oakland
Fort Wayne, IN 46808

Subject: BID SUBMITTED SEPTEMBER 9, 1980
RESOLUTION NO. 311

Gentlemen:

The purpose of this letter is to advise your firm that the Board of Public Works today has elected to waive certain irregularities found in your bid proposal such as:

a. A signed statement of compliance with the President's Executive Order 11246, 1114 and 10295.

b. An executed U.S. Environmental Protection Agency Certification of Nonsegregated Facilities, FPC/21.

Furthermore, the Board of Public Works has today conditionally awarded the contract on this Resolution to your firm. The conditions upon which this award was made are:

a. That all the irregularities stated above (a and b) are submitted to the Board of Public Works within the next fifteen (15) days and are found to be acceptable thereafter by the appropriate governmental agencies.

b. The Environmental Protection Agency approves all contracts and funding under Sewage Works Grant No. C-180599-06.

c. The Common Council of the City of Fort Wayne approves all contracts and funding under Sewage Works Grant No. C-180599-06.

Finally, in our concentrated effort to obtain approval of all the contracts on this project, and issue a "Notice to Proceed," we respectfully request that your firm proceed to submit a fully executed contract along with the required

Performance and Guaranty Bond to our office on or before October 20, 1980.

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Herbert Gamache, Member

cc: Win Moses, Jr., Mayor
P.R. Boller, P.E.
Chief Water Pollution Control Engineer
Richard Snouffer, Associate City Attorney
Dorothy Dillon
Frances Ganaway
File

98

CERTIFIED MAIL 69-175-11 H.I. 9/24/80

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

September 24, 1980

Weitzel Construction
5859 East 25th Street
Indianapolis, IN 46204

Subject: BID SUBMITTED ON SEPTEMBER 9, 1980
RESOLUTION NO. 312-80

Gentlemen:

The purpose of this letter is to advise your firm that the Board of Public Works today has elected to waive certain irregularities found in your bid proposal such as:

a. A signed statement of compliance with President's Executive Orders 11245, 1114 and 10295.

b. An Affirmative Action Program on file with the Equal Employment Office in the City-County Building (Room 380)

c. A list of your qualified M.B.E. subcontractors in accordance with FPC/35, A2.

Furthermore the Board of Public Works has today conditionally awarded the contract on this Resolution to your firm.

The Board of Public Works reserves the right to waive any irregularities in the documentation submitted by the bidder for this conditional award, but if the conditions for the bidder are not met, it will proceed to award this contract to the next lowest responsive bidder.

The conditions upon which this award was made are:

a. That all the irregularities stated above (a,b, & c) are submitted to the Board of Public Works within the next 15 days and found to be acceptable thereafter by the appropriate governmental agencies.

b. The Environmental Protection Agency approves all contracts and funding under Sewage Works Grant No. C-180599-06.

c. The Common Council of the City of Fort Wayne approves all contracts and funding under Sewage Works Crant No. C-180599-06.

Finally, in our concentrated effort to obtain approval of all the contracts on this project, and issue a "Notice to Proceed," we respectfully request that your firm proceed to submit a fully executed contract along with the required Performance and Cuaranty Bond to our office on or before October 20, 1980.

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Herbert Gamache, Member

cc: Win Moses,Jr., Mayor
P.R. Boller P.E.
Richard Snouffer, Associate City Attorney
Dorothy Dillon
Frances Canaway
File

98

69-175-13 9/24/80 H.I.

CERTIFIED MAIL

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

boord of public works

24 September 1980

Bercot, Inc.
6015 Huguenard Road
Fort Wayne, IN 46815

Subject: BID SUBMITTED SEPTEMBER 9, 1980
RESOLUTION NO. 314-80 PHASE II

Centlemen:

The purpose of this letter is to advise your firm that the Board of Public Works today has elected to waive certain irregularities found in your bid proposal such as:

a. An Affirmative Action Program on file with the Equal Employment Office in the City-County Building (Room 380).

b. A list of your qualified MBE subcontractors in accordance with FPC/35, A 2.

Furthermore, the Board of Public Works has today conditionally awarded this Resolution to your firm. The Board of Public Works reserves the right to waive any irregularities in the documentation submitted by the bidder for this conditional award, but if the conditions for the bidder are not met, it will proceed to award this contract to the next lowest responsive bidder. The conditions upon which this award was made are:

a. That all the irregularities stated above (a and b) are submitted to the Board of Public Works within the next fifteen (15) days and found to be acceptable thereafter by the appropriate governmental agencies.

b. The Environmental Protection Agency approves all contracts and funding under Sewage Works Crant No. C-180599-06.

c. The Common Council of the City of Fort Wayne approves all contracts and funding under Sewage Works Grant No. C-180599-06.

Finally, in our concentrated effort to obtain approval of all the contracts on this project, and issue a "Notice to Proceed," we respectfully request that

98

your firm proceed to submit a fully executed contract along with the required Performance and Guaranty Bond to our office on or before October 20, 1980.

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Herbert Gamache, Member

cc: Win Moses, Jr., Mayor
P.R. Boller, P.E.
Chief Water Pollution Control Engineer
Richard Snouffer, Associate City Attorney
Dorothy Dillon
Frances Ganaway
File

98

69-175-(12) 13+ 14 H.I. 9/24/80

CERTIFIED MAIL

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

boord of public works

24 September 1980

Earth Construction
3333 Engle Road
Fort Wayne, IN 46809

Subject: BID SUBMITTED SEPTEMBER 9, 1980
RESOLUTION NOS. 313-80, 314-80 - Phase I
315-80 and 316-80

Gentlemen:

The purpose of this letter is to advise your firm that the Board of Public Works today has elected to waive certain irregularities found in your bid proposals such as:

a. An Affirmative Action Program on file with the Equal Employment Office in the City-County Building (Room 380).

b. A list of your qualified M.B.E. subcontractors in accordance with FPC/35, A2.

Furthermore, the Board of Public Works has today conditionally awarded the contracts on these Resolutions to your firm. The Board of Public Works reserves the right to waive any irregularities in documentation submitted by the bidder for this conditional award, but if the conditions for the bidder are not met, it will proceed to award this contract to the next lowest responsive bidder. The conditions upon which these awards were made are:

a. That all the irregularities stated above (a and b) are submitted to the Board of Public Works within fifteen (15) days and found to be acceptable thereafter by the appropriated governmental agencies.

b. The Environmental Protection Agency approves all contracts and funding under Sewage Works Grant No. C-180599-06.

c. The Common Council of the City of Fort Wayne approves all contracts and funding under Sewage Works Grant No. C-180599-06.

AN EQUAL OPPORTUNITY EMPLOYER

Finally, in our concentrated effort to obtain approval of all the contracts on this project, and issue a "Notice to Proceed," we respectfully request that your firm proceed to submit all the fully executed contracts along with the required Performance and Guaranty Bonds to our office on or before October 20, 1980.

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Herbert Gamache, Member

cc: Win Moses, Jr., Mayor
P.R. Boller, P.E.
Chief Water Pollution Control Engineer
Richard Snouffer, Associate City Attorney
Dorothy Dillon
Frances Ganaway
File

98

69-175-12 13+ 14 H.I. 9/24/80

CERTIFIED MAIL

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

24 September 1980

Earth Construction
3333 Engle Road
Fort Wayne, IN 46809

Subject: BID SUBMITTED SEPTEMBER 9, 1980
RESOLUTION NOS. 313-80, 314-80 - Phase I
315-80 and 316-80

Gentlemen:

The purpose of this letter is to advise your firm that the Board of Public Works today has elected to waive certain irregularities found in your bid proposals such as:

a. An Affirmative Action Program on file with the Equal Employment Office in the City-County Building (Room 380).

b. A list of your qualified M.B.E. subcontractors in accordance with FPC/35, A2.

Furthermore, the Board of Public Works has today conditionally awarded the contracts on these Resolutions to your firm. The Board of Public Works reserves the right to waive any irregularities in documentation submitted by the bidder for this conditional award, but if the conditions for the bidder are not met, it will proceed to award this contract to the next lowest responsive bidder. The conditions upon which these awards were made are:

a. That all the irregularities stated above (a and b) are submitted to the Board of Public Works within fifteen (15) days and found to be acceptable thereafter by the appropriated governmental agencies.

b. The Environmental Protection Agency approves all contracts and funding under Sewage Works Grant No. C-180599-06.

c. The Common Council of the City of Fort Wayne approves all contracts and funding under Sewage Works Grant No. C-180599-06.

AN EQUAL OPPORTUNITY EMPLOYER

Finally, in our concentrated effort to obtain approval of all the contracts on this project, and issue a "Notice to Proceed," we respectfully request that your firm proceed to submit all the fully executed contracts along with the required Performance and Guaranty Bonds to our office on or before October 20, 1980.

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Herbert Gamache, Member

cc: Win Moses, Jr., Mayor
P.R. Boller, P.E.
Chief Water Pollution Control Engineer
Richard Snouffer, Associate City Attorney
Dorothy Dillon
Frances Ganaway
File

11/12/80

SEWER EASEMENT RESOLUTION NO. 206-80
PERMANENT AND TEMPORARY
ANSLEY ACRES - LAGRO RESERVE SANITARY SEWER

For the condemnation of permanent and temporary easements for the purpose to construct, operate, control and maintain a sanitary sewer line along and across a portion of the Northeast Quarter Section 8, Southwest Quarter Section 5 and Southeast Quarter Section 6, Township 30 North, Range 12 East; bounded on the North by Norfolk and Western Railroad; bounded on the east by Ardmore Avenue; bounded on the South by Upper Huntington Road; bounded on the West by the west property line of Ansley Acres Subdivision.

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that it is desired and deemed necessary to condemn right-of-way for permanent and temporary easement for purposes to construct, operate, control and maintain a sanitary sewer line along and across a portion of the Northeast Quarter of Section 8, Southwest Quarter Section 5 and Southeast Quarter Section 6, Township 30 North, Range 12 East; bounded on the North by Norfolk and Western; bounded on the East by Ardmore Avenue; bounded on the South by Upper Huntington Road; bounded on the West by the west property line of Ansley Acres Subdivision; more particularly described as follows:

I. The following described Permanent and Temporary easements are located within Ansley Acres Addition on Lots 1 through 80 inclusive as recorded in Plat Book 10, page 54-55.

PERMANENT EASEMENT
The south 10 feet of lots 1 through 6 inclusive.

TEMPORARY EASEMENT
1. The North 10 feet of the South 20 feet of lots 1 through 6 inclusive.
2. The west 10 feet of lot 7.
3. The west 10 feet of lots 9 through 26 inclusive.
4. The north 15 feet of lots 27 and 62 inclusive.
5. The west 15 feet of lots 45 through 62 inclusive.
6. The west 15 feet of lot 3.

Confirmed 12/11/80
Public Hearing 4/9/81 - Sp. Ord. 11-80 #329

Ex. B-II, #9

II. The following described temporary easements are located on platted tract 24, 23, 21, 19, 14, 13, 12, 11, 10 and 2 inclusive; said tracts being part of Lot 9 of Edsall's Subdivision of Lagro Reserve as recorded in Deed Book 30, page 160, Section 5, Township 30 North, Range 12 East; said tracts nor or formerly owned by Andre J. and K. Naboka as recorded by Deed Book 470, page 487-8, H.D. Sr., and L.M. Downie as recorded by Instrument #70-17669, Gloria K. Galloway as recorded by Instrument #76-6834, Lester P. and M.P. Miller as recorded by Deed Book 388, page 467; R.L. and V.M. Anderson as recorded by Deed Book 617, page 458, Donald C. and L.L. Weber as recorded by Deed Book 505, page 582, Gary L. and R. Stevens as recorded by instrument #76-16628, Stelle E. Crooks as recorded by Deed Book 556, page 484, James O. and Doris J. Frederick as recorded by instrument number 72-13808, William J. Stauffer as recorded by instrument number 79-35460, Ray R. and J.V. Brandt as recorded by Deed Book 351, page 196, J.W. and M.C. Schinbeckler as recorded by Deed Book 452, page 50; more particularly described as follows:

TEMPORARY EASEMENT
The west 15 feet of the above described space.

III. The following described permanent and temporary easements are located within spaces now or formerly owned by J.D. and A.M. Reynolds; as recorded by Deed Book 663, page 293 and Deed Book 404, page 528; Rose Himelstein; as recorded by Deed Book 663, page 381; and Peoples Trust Bank as recorded by instrument number 76-14419.

PERMANENT EASEMENT
A 20-foot-in-uniform width easement located within Section 0, Township 30 North, Range 12 East; the centerline of which is more particularly described as follows:

Commencing at the Northwest corner of Lot #13 of Edsall's Subdivision of Lagro Reserve; thence east along the North property line of said Lot #13, 10 feet to the Point of Beginning of the aforementioned centerline of permanent easement; thence South 10 feet east of and parallel to the west line of said lot 13 on an assumed bearing of South 00 degrees 00 minutes East; 707.6 feet; thence on a bearing of South 58 degrees 00 minutes East, 213.4 feet; thence South 1 degree 30 minutes west, 146 feet; thence on a bearing of South 26 degrees 00 minutes East, 241.7 feet; thence on a bearing South 2 degrees 30 minutes West 369.9 feet; thence South 44 degrees 30 minutes East, 640.4 feet to the point of terminus on the northerly right-of-way line of U.S. #24.

TEMPORARY EASEMENT
A 30-foot-in-uniform width easement lying immediatley west of, east of and adjacent to the aforementioned permanent easement.

All according to the method and manner provided for in an Act of General Assembly of the State of Indiana, as approved in 1967; more particularly I.C. 18-1-1.5-5 and 14, and I.C. 18-1-7-1 to 11 and the provisions of all acts amendatory and supplemental thereof.

All land affected lies within part of the Northeast Quarter Section 8, Southwest Quarter Section 5 and Southeast Quarter Section 6, Township 30 North, Range 12 East.

All temporary easements shall expire two (2) years from the date of adoption.

ADOPTED THIS 12 DAY OF November, 1980.

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Herbert Camache, Member

ATTEST:

Clerk

Reference Sewer Resolution No. 348-80

Prepared by : P.R. Boller, P.E.

Compliance 12/11/80
Assmt - 4/9/81 - Ex Op 11-327/329

orig.

70-40-4 H.I.
Certified 12/9/80 11/12/80
S-147-80

AGREEMENT

This agreement made this 12th day of November, 1980 by and between Carty, Donlan, O'Neill and Monahan, Inc. (CDOM) and the City of Fort Wayne, Indiana (City)

WITNESSETH:

Whereas, subject to appropriate councilmanic approval of this agreement and appropriation of necessary funds, City is desirous of employing CDOM to assist it in a study and evaluation of its communications services, equipment and agreements and in implementing any new system, and

Whereas, CDOM is willing to undertake said employment and render such services, advice and assistance upon the terms, and conditions and compensation herein set forth;

Now, therefore, the parties do herewith agree:

1. Scope of Work.

Attached hereto as Exhibits 1 and 2 are letters from CDOM to City dated 09/15/80 and 09/17/80 detailing work to be performed by CDOM for City.

2. Phase I.

CDOM shall perform the first phase of the employment for the sum of $9,000.00 including all expenses and costs to be paid as follows:

a. 20% upon completion of initial review to determine equipment and feature requirements.

b. 20% upon completion of Bid Specifications and submission thereof to vendors.

c. 20% after completing initial vendor responses and submission of requests for final price quotations.

d. 20% after preparation and presentation of CDOM's final report and recommendation.

e. 20% on or before 30 days after presentation of CDOM's final recommendation.

3. Phase II.

In the event City determines to implement a new telephone system, then at City's request CDOM shall supervise the installation of such system and shall assure that all equipment installed shall conform to the specifications for same as City shall have adopted, and that installation shall be completed within the specified time limits set forth in various vendor and contractor agreements with City for such equipment.

For its services, expenses and costs in performing such services in Phase II, CDOM shall be paid the sum of $14,000.00 in accordance with Exhibit 3 attached hereto and with

final payment due within 30 days following the complete installation of such new telephone system per plans and specifications and to City's satisfaction.

4. Commencement of Work.

CDOM shall commence performance of its duties within 7 days of date City notifies it to commence and shall diligently pursue same thereafter consistent with the goal of selecting a system by 01/01/81 and complete installation thereof by 05/01/81.

5. Indemnity for Claims.

CDOM will furnish immediately a certificate from the Industrial Board of the State of Indiana, that they have complied with the Workmen's Compensation Act in accordance with Section 14 of the Compensation Act (I.C. 22-3-2-1).

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of CDOM, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by their employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said CDOM, shall be conclusive against CDOM as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that CDOM indemnify and hold harmless City in the premises.

CDOM shall save and hold City harmless free of any claim or demand arising out of CDOM's performance of its duties hereunder, including not limited to personal injury claims, property damage claims, and patent infringement claims.

6. Subject to Common Council Approval.

This agreement shall have no force or effect unless and until duly approved by the Common Council of the City of Fort Wayne and councilmanic appropriation of or approval of the necessary funds for payment of CDOM's fee herein.

7. Post-Installation Duties.

In the event that at any time within 6 months following completion of the installation of all equipment, City experiences difficulties therewith or same are not properly installed, then CDOM shall, without additional compensation, assist City in causing such equipment to be properly installed by the party having contracted for and installing same and shall assist City in the

training of its personnel in the utilization of the new equipment, its maintenance, and its services.

8. Miscellaneous.

CDOM shall, if required, file an appropriate affirmative action program with City.

In the performance of its duties, neither CDOM nor its contractors, subcontractors, or persons acting on its behalf shall discriminate against any person who is qualified and available to perform the duties of CDOM; shall obstruct the enforcement of General Ordinance G-34-78 (as amended) of the City of Fort Wayne, Indiana; or retaliate against any person.

CDOM further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12, 1978.

In witness whereof, the parties have executed this agreement on the date and year first noted.

CARTY, DONLAN, O'NEILL AND MONAHAN, INC.

BY: Patrick M. Monahan

ATTEST: _____
Secretary

CITY OF FORT WAYNE, INDIANA

BY: _____
WIN MOSES, JR., Mayor

BOARD OF PUBLIC WORKS

_____
MARK L. AKERS, Chairman

ATTEST:

_____
SANDRA E. KENNEDY, Clerk

_____
ROBERTA ANDERSON STATEN, Member

Approved as to form and legality:

_____
RICHARD I. SNOUFFER
Associate City Attorney

_____
HERBERT R. GAMACHE, Member

Approved by the Common Council of the City of Fort Wayne on the _____ day of _____, 1980.

90

Carty, Donlan, O'Neill & Monahan, Inc.

September 15, 1980

Mr. Steven Dearing
Communications Department
City-County Building, Room 350
One Main Street
Fort Wayne, Indiana 46802

Dear Mr. Dearing:

Thank you for the opportunity to submit this proposal to assist you and the City of Fort Wayne in evaluating and upgrading your communications services. Based upon our telephone conversations, it seems clear that there are three major factors governing this study. First, the system that you select must be cost-effective. Second, it must be reliable. Finally, we must be able to select a system by January 1, 1981 and have that system installed by May 1, 1981.

You have indicated to me that you presently have approximately 700 Centrex stations and that this is likely to increase to about 750 stations by the time of installation. You have also indicated that most of these stations are centralized, but you do have a few Off-Premise Extension (OPX) Lines. In order to select a system for the City of Fort Wayne that would meet both present and future requirements, we would need to take the following steps:

1. Determine the current station equipment requirements - specifically for single line and multi-line instruments.

2. Determine current trunking requirements for local central office and special toll trunks.

3. Determine current requirements for system features.

4. Evaluate future growth projections for stations and trunks.

5. Determine possible future applications for system features.

6. Identify qualified vendors.

7. Submit detailed Bid Specifications to vendors for hardware pricing.

8. Evaluate initial bid responses for completeness and accuracy.

9. Determine optional feature requirements for each system.

10. Submit request to vendors for final pricing of both equipment and features.

11. Review final price quotations for completeness and accuracy.

12. Prepare final report and recommendation including analysis of features, services, and costs.

13. Present initial recommendation to Communications Department.

14. Present final recommendation to City Council or other appropriate agencies as required.

Based upon our experience with systems of this size, I would estimate that this study will require 175 Man Hours. Our hourly rate is $40. Consequently, the total cost for the study would be $7,000. This is about 1% of the total estimated cost of the system for the city.

In addition to our base rate for consulting services, there will be an additional fee for travel expenses. We would offer you the option of either paying a flat fee of $2,000 to cover all travel expenses or to pay for travel expenses as required. This means that if you choose to pay a flat fee for travel expenses, the total cost for the project would be $9,000. Once again, this represents just slightly over 1% of the total system cost. The entire project would take approximately ten weeks. This means that if we were to begin the project soon, you could have a final recommendation by the beginning of December. This would give you the month of December to make your final decision so that you could sign a contract for a new system by January 1, 1981. Billing for the study would be based on the following Progress Billing Schedule:

PROCRESS BILLINC SCHEDULE

10% upon notification that we have been selected to perform the study.

20% upon completion of initial review to determine equipment and feature requirements.

20% at the time that Bid Specifications are completed and submitted to vendors.

20% after completing initial vendor responses and submitting requests for final price quotation.

Exhibit 1 PAGE 2

20% after preparing and presenting final report and recommendation.

10% thirty days after final recommendation has been presented.

I hope that this proposal clearly identifies the steps that we would take in conducting a review of your requirements and assisting you in selecting a new system for the City of Fort Wayne that will be cost-effective and reliable, as well as a system that can be installed by May 1, 1981. I will be happy to answer any additional questions that you may have about this proposal or about our firm, and I would look forward to the opportunity of working with you in the near future.

Sincerely,

CARTY, DONLAN, O'NEILL & MONAHAN, INC.

Patrick M. Monahan
Patrick M. Monahan
President

PMM/cj

EXHIBIT 1 Page 3 Evidentiary Hearing

90

Carty, Donlan, O'Neill & Monahan, Inc.

September 17, 1980

Mr. Steven Dearing
Communications Department
City-County Building, Room 350
1 Main Street
Fort Wayne, Indiana 46802

Dear Mr. Dearing:

Please accept this letter as confirmation of our agreement to assist you in evaluating Communications Services for the City of Fort Wayne, and to assist you in implimenting a new system if necessary.

We have agreed that there are essentially two separate projects. The first project would be a comparative review of your current Centrex System and the new Electronic Systems offered by General Telephone as well as other private vendors. The total cost of this project, including expenses, would be $9,000.

The second project would be to provide assistance to you and the city in implimenting a new telephone system. The total cost of this project, including expenses, would be $14,000. Obviously, the second project would not be required if you decide to retain your present telephone system. In addition, acceptance of our proposal to assist you with a system review would not bind the City of Fort Wayne to accept our proposal to assist you in system implimentation.

I look forward to working with you on this project and I am certain that you will be pleased with the quality of our work, as well as our ability to meet your deadlines.

Sincerely,

CARTY, DONLAN, O'NEIL & MONAHAN

Patrick M. Monahan

Patrick M. Monahan
President

PAM/saj

5900 N. Port Washington Road • B238 • Milwaukee, Wisconsin 53217 • (414) 961-2424

EXHIBIT 2

PHASE II - SYSTEM IMPLEMENTATION

CDOM shall perform the services described below as Items One (1) to Twenty-nine (29) and shall be paid therefore as follows: $2,000.00 upon completion of Items 1 through 8; $2,000.00 upon completion of Items 9 through 14; $2,000.00 upon completion of Items 15 through 20; $2,000 upon completion of Items 21 through 28; $2,000.00 upon completion of Item 29; and the balance of $4,000.00 within 30 days following the complete installation of such new telephone systems per plans and specifications and to the City's satisfaction.

SYSTEM IMPLEMENTATION ITEMS

1. Determine Vendor/User Responsibilities.
2. Determine Vendor COS Requirements.
3. Develop GANT Chart.
4. Establish General COS Definitions.
5. Conduct Equipment Inventory.
6. Determine Station Equipment Requirements.
7. Determine Station COS.
8. Summarize Key Sheets.
9. Conduct Contract Negotiations.
10. Review CBX Equipment Order.
11. Review Miscellaneous Equipment Orders.
12. Determine Equipment Room Requirements.
13. Determine Space Requirements for Console Attendants.
14. Coordinate All Equipment Orders and Construction.
15. Develop Procedures Manual.
16. Design Network/ARS Pattern.
17. Define SMDR Processing and Output Requirements.
18. Develop Telephone Directory.
19. Define Training Requirements.
20. Develop Training Program.
21. Conduct Training.
22. Conduct Inventory of Existing Station Equipment.
23. Obtain Rebates for Over-Billing.

24. Conduct Inventory of New Station Equipment.

25. Test All System and Station Features.

26. Finalize Key Sheets and System Documentation.

27. Conduct Inventory of Switching Equipment.

28. Develop Block Diagram of Switching Equipment.

29. Review Miscellaneous Invoices and Finalize System Billing.

EXHIBIT 3

70-35-15 H.I.
11/5/80

STREET LIGHTING RESOLUTION

No. 148-80

Shawnee Drive-Webster Street

NOW THEREFORE: The Board of Public Works of the City of Fort Wayne, Indiana, hereby deems it necessary to relight Shawnee Drive from Killea Street to Wildwood Avenue and Webster Street from Killea Street to Oakdale Drive, all in accordance with the drawings and specifications on file in the office of the Department of Public Works of said City and such lighting is now ordered. This improvement is ordered pursuant to I.C. 19-5-24-1 and 10.

A maximum cost of $3.27 per lineal front foot of property shall be assessed upon real estate abutting the above described street. The balance of the project cost shall be assessed upon the City of Fort Wayne, Indiana. Assessments, if deferred, are to be paid in ten (10) equal installments, with interest at the rate of seven (7%) percent per annum and shall be financed by the Barrett Law revolving improvement fund as provided for in I.C. 18-6-5-29.5. All proceedings and any work done in said lighting assessment of property, collection of assessments and issuance of bonds therefor, shall be provided for in said above entitled acts and all amendments thereto and suplemental thereof.

Adopted, this 5th day of November 1980.

BOARD OF PUBLIC WORKS

Attest:

Clerk

92

70-36-27 H.I
11/5/80

S-158-80
12/9/80

AGREEMENT FOR STEP 3 ENGINEERING SERVICES

FOR

ADDITIONS AND IMPROVEMENTS
TO THE
WASTEWATER FACILITIES
PHASE A
PHASE B
PHASE C
ADVANCED WASTEWATER TREATMENT

BY AND BETWEEN THE

CITY OF
FORT WAYNE, INDIANA

AND

HOWARD NEEDLES TAMMEN & BERGENDOFF
ARCHITECTS ENGINEERS PLANNERS
INDIANAPOLIS, INDIANA

AGREEMENT

THIS AGREEMENT, by and between the CITY OF FORT WAYNE, INDIANA, acting by and through its Board of Public Works, hereinafter referred to as the OWNER, and HOWARD NEEDLES TAMMEN & BERGENDOFF, a partnership, hereinafter referred to as the Engineer, WITNESSETH THAT:

WHEREAS, the wastewater facilities of the OWNER are in need of certain improvements and/or additions pursuant to an Order of the State of Indiana; and

WHEREAS, the OWNER has prepared a Facility Plan, Drawings, and Specifications for said improvements and/or additions and pursuant to IC 19-2-5-1 et seq. intends to undertake the construction of same; and

WHEREAS, there are Federal and State grant funds available to assist in financing municipal wastewater facilities and the OWNER has received said grant for the ultimate construction of the project; and

WHEREAS, the ENGINEER agrees to perform for the project, professional services as hereinafter set forth, consistent with Title II Regulations 40 CFR Part 35; and

WHEREAS, the OWNER agrees to employ, and does hereby employ the ENGINEER for the professional services hereinafter set forth, and agrees to pay the ENGINEER for such services the fee as hereinafter set forth in this Agreement.

ARTICLE 1. THE ENGINEER'S SERVICES

A. Beginning upon acceptance by the OWNER of the Federal Step 3 grant-in-aid offer and authorization to proceed from the OWNER, the ENGINEER shall provide for a period not to exceed 1010 calendar days the services described as follows:

1. Assist the OWNER in obtaining and evaluating construction proposals.

2. Provide periodic visits to the project during construction to observe the progress of the work, and to inform the OWNER whether or not the work is proceeding in reasonable compliance with the drawings and specifications and to advise the OWNER if it is necessary to disapprove the work as failing to conform with the contract documents.

3. Check shop drawings, samples, equipment, and other information submitted by the construction contractor for compliance with the design concept of the drawings and specifications.

4. Act upon the construction contractor's request for payments in accordance with the provisions of the General Conditions of the Construction Contract(s). (See Exhibit "A".)

5. Witness and fully report to the OWNER the results of all special performance tests required for the project.

6. Evaluate project changes as necessary, prepare design and non-design change orders to the construction contract(s).

7. Decide questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of drawings and specifications, and all questions as to the acceptable fulfillment of the construction contract(s).

8. Certify substantial completion and approval of the construction contractor's final payment when the terms of the construction contract(s) have been fulfilled.

9. Provide one set of record drawings which reflect changes in the work subsequent to the award of the construction contract(s) following the completion of the work and based upon information supplied by the construction contractor(s) and Owner's construction inspectors.

B. The ENGINEER shall provide ten (10) copies of an Operation and Maintenance Manual to the OWNER for the project in a form suitable for approval by the State and Federal agencies.

C. Beginning upon completion of the construction contract(s), the ENGINEER shall provide on-site technical assistance during the project start-up period for 40 working days over a period not to exceed 120 calendar days.

D. The ENGINEER shall not be responsible for the methods, means, techniques, sequences or procedures, or of any safety precautions or programs employed by the construction contractor, nor shall the ENGINEER be required to direct or take charge of work done by "force account."

E. Additional services in connection with the project not otherwise provided for in this Agreement may be arranged for between the ENGINEER and the OWNER and incorporated into this Agreement.

ARTICLE 2. DUTIES OF THE BOARD. The OWNER agrees to provide the ENGINEER with complete information concerning the requirements of the project and to perform as follows:

A. Provide access to and make all provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform such work as surveys and inspections in the development of the project.

B. Give thorough consideration to all reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the ENGINEER, and shall inform the ENGINEER of all decisions within a reasonable time so as not to delay the work of the ENGINEER.

C. Promptly hold all required special meetings, serve all required public and private notices, receive and act upon all protests, and fulfill all requirements necessary in the development of the project including legal and fiscal services and pay all costs incidental thereto.

D. Advertise for invitation to bid from bidders, open the bids at the appointed time, and place and pay all costs incidental thereto, including filing fees and permit charges.

E. Appoint in writing an OWNER'S representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, and interpret and define OWNER'S policies. The ENGINEER shall be entitled to rely on all representations made by the OWNER'S representative, unless otherwise directed in writing by the OWNER.

F. Sign and file for all necessary approvals from regulatory agencies and to pay all cost incidental thereto.

G. Upon notice, promptly inform the ENGINEER of any changes or defects in the project.

H. Furnish all labor and be responsible for any necessary operations of the equipment and appurtenances of the existing facilities as may be required by the ENGINEER.

I. Furnish all required construction inspectors at the project site and appoint in writing an OWNER'S representative to coordinate construction inspection activities with the ENGINEER. The OWNER shall obtain from the ENGINEER prior to initiation of construction a schedule for coordinating these construction inspection activities.

ARTICLE 3. PAYMENT TO THE ENGINEER. For the services rendered under this Agreement, the ENGINEER shall be paid a fixed fee and its cost. Cost shall be determined as direct salaries times an audited overhead factor in effect at the time services are performed, which includes fringe benefits, and general administrative overhead, plus out-of-pocket expenses, equipment rental, and other expenses per the schedule of charges for expenses, current at the time services are rendered. (See Exhibit "B".)

A. The estimated cost of services for Articles 1-A, 1-B, and 1-C is $404,269.00; the fixed fee is $60,640.00; and the total estimated cost and fixed fee is $464,909.00.

It is estimated that these costs to the OWNER for the performance of the aforementioned services, exclusive of the fixed fee, will not exceed the estimated cost as provided above; and the ENGINEER agrees to use its good faith effort to perform said work within such estimated cost. If, at any time as the work progresses, the ENGINEER has reason to believe that the cost will be greater than the estimated cost hereof, the ENGINEER shall notify the OWNER and agencies which have tendered grants in writing to that effect, giving the revised estimate of such cost for said work.

For billing purposes, the ENGINEER shall use its projected overhead factor if the actual audited overhead factor has not been determined at the time services are performed. Appropriate adjustments to reflect an increase or decrease in said overhead shall be made upon determination of the actual audited overhead factor.

The OWNER shall not be obligated to reimburse the ENGINEER for costs incurred in excess of the estimated cost set forth above, and the ENGINEER shall not be obligated to continue performance of said work or

otherwise to incur costs in excess of the estimated cost set forth above, unless and until the OWNER shall have notified the ENGINEER in writing that such estimated cost has been increased and shall have specified in such notice a revised estimated cost which shall thereupon constitute the revised estimated cost of said work. When and to the extent that the estimated cost set forth has been increased, any costs incurred by the ENGINEER in excess of the estimated cost prior to such increases shall be allowable to the same extent as if such costs had been incurred after the increase.

ARTIGLE 4. DESIGN GREDIT. Whenever renderings, photographs of renderings, photographs of models, or photographs of the project are released by the OWNER for publicity, proper credit for engineering shall be given to the ENGINEER, provided the giving of such credit is without cost to the OWNER.

ARTIGLE 5. SUGCESSORS AND ASSIGNMENTS. The OWNER and the ENGINEER each binds himself, his partners, successors, executors, administrators, and assigns to the other party to this Agreement, and to the partners, successors, executors, administrators, and assigns of such party in respect to all covenants of the Agreement. Any subcontracting by the ENGINEER shall be in accordance with applicable Federal and State law and the General Gonditions to this Agreement.

ARTIGLE 6. OWNERSHIP OF DOGUMENTS. All reports and other work product of the ENGINEER for this Project are instruments of service for this Project only and shall remain the property of the ENGINEER whether the Project is completed or not, except as provided for in the General Conditions to this Agreement. Reuse of any of the instruments of service of

the ENGINEER by the OWNER on extensions of this Project or on any other project without the written permission of the ENCINEER shall be at the OWNER'S risk, and the OWNER agrees to defend, indemnify, and hold harmless the ENGINEER from all claims, damages, and expenses including attorney's fees arising out of such unauthorized reuse of the ENCINEER'S instruments of service by the OWNER or by others acting through the OWNER.

ARTICLE 7. GOVERNING LAWS. This Agreement shall be governed by the laws of the State of Indiana. Should litigation or arbitration occur between the OWNER and the ENGINEER relating to the provisions or breaches of this Agreement, all litigation or arbitration expenses, collection expenses, witness fees, court costs and attorney's fees incurred by the prevailing party shall be paid by the non-prevailing party to the prevailing party.

ARTICLE 8. EXHIBIT. Attached hereto and made a part of this Agreement is Exhibit "A", Cenearal Conditions to Engineering Service Contracts.

ARTICLE 9. PERSONNEL & FACILITIES. The ENGINEER estimates that the performance of the aforementioned services will require the number and class of employees as follows:

a.	Principal Engineer	1
b.	Project Manager	1
c.	Assistant Project Manager	1
d.	Chief Designer/Designer	2
e.	Civil Engineer Technician	1
f.	Secretary	1

The services will be performed from the Indianapolis, Indiana office provided, however, the ENGINEER reserves the right to change the

number and/or class of employees and the office where the work will be performed if said changes are required so as not to delay the work, because of prolonged employee absence or resignations.

The ENGINEER agrees to implement 40 CFR 35.936-7 and to satisfy the Region V Guidance for increased use of Minority Business Enterprises (MBE) dated April 30, 1979. Documentation will be submitted to the OWNER by the ENGINEER prior to the start of the work. The OWNER has set a goal of 10% utilization of MBE expressed as a percent of the total dollar amount of this contract. The OWNER assumes primary responsibility to achieve an acceptable level of MBE use.

ARTICLE 10. EXECUTION. The OWNER and the ENGINEER hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate this 5th day of November, 1980.

HOWARD NEEDLES TAMMEN & BERGENDOFF
Architects Engineers Planners

By George L. Bergendoff

CITY OF FORT WAYNE, INDIANA

By
Winfield C. Moses, Jr., Mayor

By
Robert Anderson, Atty.

Its Board of Public Works

ATTEST:

Sandra E. Kennedy
Clerk

EXHIBIT "A"

GENERAL CONDITIONS

1. General

(a) The Owner and the Engineer agree that the following provisions shall apply to the EPA grant-eligible work to be performed under this agreement and that such provisions shall supersede any conflicting provisions of this agreement.

(b) The work under this agreement is funded in part by a grant from the U. S. Environmental Protection Agency. Neither the United Stetes nor the U. S. Environmental Protection Agency (hereinafter,"EPA") is a party to this agreement. This agreement which covers grant-eligible work is subject to regulations contained in 40 CFR 35.936, 35.937, and 35.939 in effect on the date of execution of this agreement. As used in these clauses, the words "the date of execution of this agreement" mean the date of execution of this agreement and any subsequent modification of the terms, compensation or scope of services pertinent to unperformed work.

(c) The rights and remedies of the owner provided for in these clauses are in addition to any other rights and remedies provided by law or under this agreement.

2. Responsibility of the Engineer

(a) The Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports and other services furnished by the Engineer under this agreement. The Engineer shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in his designs, drawings, specifications, reports and other services.

(b) The Engineer shall perform such professional services as may be necessary to accomplish the work required to be performed under this agreement, in accordance with this agreement and applicable EPA requirements in effect on the date of execution of this agreement.

(c) Approval by the Owner or EPA of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the Engineer of responsibility for the technical adequacy of his work. Neither the Owner's nor EPA's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this agreement or of any cause of action arising out of the performance of this agreement.

(d) The Engineer shall be and remain liable in accordance with applicable law for all damages to the Owner or EPA caused by the Engineer's negligent performance of any of the services furnished under this agreement, except for errors, omissions or other deficiencies to the extent attributable to the Owner, Owner-furnished data or any third party. The Engineer shall not be responsible for any time delays in the project caused by circumstances beyond the Engineer's control. Where new or advanced processes, methods or technology (see 40 CFR 35.908) are recommended by the Engineer and are utilized, the Engineer shall be liable only for gross negligence to the extent of such utilization.

3. Scope of Work

The services to be rendered by the Engineer shall include all services required to complete the task or Step in accordance with applicable EPA regulations (40 CFR Part 35, Subpart E in effect on the date of execution of this agreement) to the extent of the scope of work as defined and set out in the engineering services agreement to which these provisions are attached.

4. Changes

(a) The Owner may, at any time, by written order, make changes within the general scope of this agreement in the services or work to be performed. If such changes cause an increase or decrease in the Engineer's cost of, or time required for, performce of any services under this agreement, whether or not changed by any order, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly. Any claim of the Engineer for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by the Engineer of the notification of change unless the Owner grants a further period of time before the date of final payment under this agreement.

(b) No services for which an additional compensation will be charged by the Engineer shall be furnished without the written authorization of the Owner.

(c) In the event that there is a modification of EPA requirements relating to the services to be performed under this agreement subsequent to the date of execution of this agreement, the increased or decreased cost of performance of the services provided for in this agreement shall be reflected in an appropriate modification of this agreement.

5. Termination

(a) This agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this agreement through no fault of the terminating party: Provided, That no such termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

(b) This agreement may be terminated in whole or in part in writing by the Owner for its convenience: Provided, That such termination is for good cause (such as for legal or financial reasons, major changes in the work or program requirements, initiation of a new Step) and that the Engineer is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultstion with the terminating party prior to termination.

(c) If termination for default is effected by the Owner, an equitable adjustment in the price provided for in this agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the Engineer at the time of termination may be adjusted to the extent of any additional costs occasioned to the Owner by reason of the Engineer's default. If termination for default is effected by the Engineer, or if termination for convenience is effected by the Owner, the equitable adjustment shall include a reasonable profit for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the Engineer relating to commitments which had become firm prior to the termination.

(d) Upon receipt of a termination action pursuant to paragraphs (a) or (b) above, the Engineer shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the Owner all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Engineer in performing this agreement, whether completed or in process.

(e) Upon termination pursuant to parsgraphs (a) or (b) above, the Owner may take over the work and prosecute the same to completion by agreement with another party or otherwise. Any work

taken over by the Owner for completion will be completed at the Owner's risk, and the Owner will hold harmless the Engineer from all claims and changes arising out of improper use of the Engineer's work.

(d) If, after termination for failure of the Engineer to fulfill contractual obligations, it is determined that the Engineer had not so failed, the termination shall be deemed to have been effected for the convenience of the Owner. In such event, adjustment of the price provided for in this agreement shall be made as provided in paragraph (c) of this clause.

6. Remedies

Except as may be otherwise provided in this agreement, all claims, counter-claims, disputes and other matters in question between the Owner and the Engineer arising out of or relating to this agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State in which the Owner is located.

7. Payment

(a) Payment shall be made in accordance with the payment schedule incorporated in this agreement as soon as practicable upon submission of statements requesting payment by the Engineer to the Owner. If no such payment schedule is incorporated in this agreement, the payment provisions of paragraph (b) of this clause shall apply.

(b) Monthly progress payments may be requested by the Engineer and shall be made by the Owner to the Engineer as soon as practicable to upon submission of statements requesting payment by the Engineer to the Owner. When such progress payments are made, the Owner may withhold up to ten percent of the vouchered amount until satisfactory completion by the Engineer of work and services within a Step called for under this agreement or any specified task hereunder is substantially complete and that the amount of retained percentages is in excess of the amount considered by him to be adequate for the protection of the Owner, he shall release to the Engineer such excess amount.

(c) No payment request made pursuant to paragraph (a) or (b) of this clause shall exceed the estimated amount and value of the work and services performed by the Engineer under this agreement, which estimates shall be prepared by the Engineer and supplemented or accompanied by such supporting data as may be required by the Owner.

(d) Upon satisfactory completion of the work performed hereunder, and prior to final payment under this agreement for such work, or prior settlement upon termination of the agreement, and as a condition precedent thereto, the Engineer shall execute and deliver to the Owner a release of all claims against the Owner

arising under or by virtue of this agreement, other than such claims, if any, as may be specifically exempted by the Engineer from the operation of the release in stated amounts to be set forth therein.

8. Project Design

(a) In the performance of this agreement, the Engineer shall, to the extent practicable, provide for maximum use of structures, machines, products, materials, construction methods, and equipment which are readily available through competitive procurement, or through standard or proven production techniques, methods, and processes, consistent with 40 CFR 35.936-3 and 35.936-13 in effect on the date of execution of this agreement except to the extent that advanced technology may be utilized pursuant to 40 CFR 35.908 in effect of the date of execution of this agreement.

(b) The Engineer shall not, in the performance of the work called for by this agreement, produce a design or specification such as to require the use of structures, machines, products, materials, construction methods, equipment, or processes which are known by the Engineer to be available only from a sole source, unless such use has been adequately justified in writing by the Engineer.

(c) The Engineer shall not, in the performance of the work called for by this agreement, produce a design or specification which would be restrictive in violation of Sec. 204(a)(6) of the Federal Water Pollution Control Act (PL 92-500). This statute requires that no specification for bids or statement of work shall be written in such a manner as to contain proprietary, exclusionary, or discriminatory requirements other than those based upon performance, unless such requirements are necessary to test or demonstrate a specific thing, or to provide for necessary interchangeability of parts and equipment, or at least two brand names or trade names of comparable quality or utility are listed and are followed by the words "or equal". With regard to materials, if a single material is specified, the Engineer must be prepared to substantiate the basis for the selection of the material.

(d) The Engineer shall report to the Owner any sole-source or restrictive design or specification giving the reason or reasons why it is considered necessary to restrict the design or specification.

(e) The Engineer shall not knowingly specify or approve the performance of work at a facility which is in violation of Clean Air or Water standards and which is listed by the Director of the EPA Office of Federal Activities pursuant to 40 CFR Part 15.

9. Audit: Access to Records

(a) The Engineer shall maintain books, records, documents and other evidence directly pertinent to performance on EPA grant work under this agreement in accordance with generally accepted accounting principles and practices consistently applied, and 40 CFR 30.605, 30.805, and 35.935-7 in effect on the date of execution of this agreement. The Engineer shall also maintain the financial information and data used by the Engineer in the preparation or support of the cost submission required pursuant to 40 CFR 35.937-6(b) in effect on the date of execution of this agreement and a copy of the cost summary submitted to the Owner. The United States Environmental Protection Agency, the Comptroller General of the United States, the United States Department of Labor, Owner, and the State water pollution control agency, or any of their duly authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The Engineer will provide proper facilities for such access and inspection.

(b) The Engineer agrees to include paragraphs (a) through (e) of this clause in all his contracts and all their subcontracts directly related to project performance which are in excess of $10,000.

(c) Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies).

(d) The Engineer agrees to the disclosure of all information and reports resulting from access to records pursuant to paragraphs (a) and (b) above, to any of the agencies referred to in paragraph (a) above, provided that the Engineer is afforded the opportunity for an audit exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report and that the final audit report will include written comments of reasonable length, if any, of the Engineer.

(e) Records under paragraphs (a) and (b) above shall be maintained and made available during performance on EPA grant work under this agreement and until three years from date of final EPA grant payment for the project. In addition, those records which relate to any "Dispute" appeal under an EPA grant agreement, or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

10. Price Reduction for Defective Cost or Pricing Data

(This clause is applicable if the amount of this agreement exceeds $100,000).

(a) If the Owner or EPA determines that any price, including profit, negotiated in connection with this agreement or any cost reimbursable under this agreement was increased by any significant sums because the Engineer or any subcontractor furnished incomplete or inaccurate cost or pricing data or data not current as certified in his certification of current cost or pricing data (EPA Form 5700-41), then such price or cost or profit shall be reduced accordingly and the agreement shall be modified in writing to reflect such reduction.

(b) Failure to agree on a reduction shall be subject to the Remedies clause of this agreement.

(NOTE - Since the agreement is subject to reduction under this clause by reason of defective cost or pricing data submitted in connection with certain subcontracts, the Engineer may wish to include a clause in each such subcontract requiring the subcontractor to appropriately indemnify the Engineer. It is also expected that any subcontractor subject to such indemnification will generally require substantially similar indemnification for defective cost or pricing data required to be submitted by his lower tier subcontractors.

11. Subcontracts

(a) Any subcontractors and outside associates or consultants required by the Engineer in connection with the services covered by this agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations, or as are specifically authorized by the Owner during the performance of this agreement. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior approval of the Owner.

(b) The Engineer may not subcontract services in excess of thirty percent (or _____ percent, if the Owner and the Engineer hereby agree) of the contract price to subcontractors or consultants without prior written approval of the Owner.

12. Labor Standards

To the extent that this agreement involves "construction" (as defined by the Secretary of Labor), the Engineer agrees that such construction work shall be subject to the following labor standards provisions, to the extent applicable:

(a) Davis-Bacon Act (40 U.S.C. 276a-276a-7):

(b) Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333);

(c) Copeland Anti-Kickback Act (18 U.S.C. 874); and

(d) Executive Order 11246 (Equal Employment Opportunity);

and implementing rules, regulations, and other relevant orders of the Secretary of Labor or EPA; and the Engineer further agrees that this agreement shall include and be subject to the "Labor Standards Provisions for Federally Assisted Construction Contracts" (EPA Form 5720-4) in effect at the time of execution of this agreement.

13. Equal Employment Opportunity

In accordance with EPA policy as expressed in 40 CFR 30.429-5, the Engineer agrees that he will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.

14. Utilization of Small and Minority Business

In accordance with EPA policy as expressed in 40 CFR 35.936-7, the Engineer agrees that qualified small business and minority business enterprises shall have the maximum practicable opportunity to participate in the performance of EPA grant-assisted contracts and subcontracts.

15. Covenant Against Contingent Fees

The Engineer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty the Owner shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

16. Gratuities

(a) If it is found, after notice and hearing, by the Owner that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Engineer, or any agent

or representative of the Engineer, to any official, employee or agent of the Owner, of the State, or of EPA with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of this agreement, the Owner may, by written notice to the Engineer, terminate the right of the Engineer to proceed under this agreement or may pursue such other rights and remedies provided by law or under this agreement: Provided, That the existence of the facts upon which the Owner makes such findings shall be in issue and may be reviewed in proceedings pursuant to the Remedies clause of this agreement.

(b) In the event this agreement is terminated as provided in paragraph (a) hereof, the Owner shall be entitled (1) to pursue the same remedies against the Engineer as it could pursue in the event of a breach of the contract by the Engineer, and (2) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Owner) which shall be not less than three nor more than ten times the costs incurred by the Engineer in providing any such gratuities to any such officer or employee.

17. Patents

If this agreement involves research, developmental, experimental, or demonstration work and any discovery or invention arises or is developed in the course of or under this agreement, such invention or discovery shall be subject to the reporting and rights provisions of Subpart D of 40 CFR Part 30, in effect on the date of execution of this agreement, including Appendix B of said Part 30. In such case, the Engineer shall report the discovery or invention to EPA directly or through the Owner, and shall otherwise comply with the Owner's responsibilities in accordance with said Subpart D of 40 CFR Part 30. The Engineer hereby agrees that the disposition of rights to invention made under this agreement shall be in accordance with the terms and conditions of aforementioned Appendix B. The Engineer shall include provisions appropriate to effectuate the purposes of this condition in all subcontracts involving research, developmental, experimental, or demonstration work.

18. Copyrights and Rights in Data

(a) The Engineer agrees that any plans, drawings, designs, specifications, computer programs (which are substantially paid for with EPA grant funds), technical reports, operating manuals, and other work submitted with a Step 1 Facilities Plan or with a Step 2 or Step 3 grant application or which

are specified to be delivered under this agreement or which are developed or produced and paid for under this agreement (referred to in this clause as "Subject Data") are subject to the rights in the United States, as set forth in Subpart D of 40 CFR Part 30 and in Appendix C to 40 CFR Part 30, in effect on the date of execution of this agreement, including the right to use, duplicate and disclose, such Subject Data, in whole or in part, in any manner for any purpose whatsoever, and have others do so. For purposes of this article, "grantee" as used in said Appendix C shall refer to the Engineer. If the material is copyrightable, the Engineer may copyright such, as permitted by said Appendix C, and subject to the rights in the Government as set forth in Appendix C, but the Owner and the Federal Government reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so. The Engineer shall include provisions appropriate to effectuate the purpose of this condition in all subcontracts expected to produce copyrightable Subject Data.

(b) All such Subject Data furnished by the Engineer pursuant to this agreement are instruments of his services in respect of the project. It is understood that the Engineer does not represent such Subject Data to be suitable for reuse on any other project or for any other purpose. Any reuse by the Owner without specific written verification or adaptation by the Engineer will be at the risk of the Owner and without liability to the Engineer. Any such verification or adaptation will entitle the Engineer to further compensation at rates to be agreed upon by the Owner and the Engineer.

EXHIBIT "B"

SCHEDULE OF CHARGES FOR EXPENSES

1. Automobile travel by personal or company leased vehicles is chargeable at 20 cents per mile. Use of rail, bus, air or similar forms of public transportation or automobile rental will be billed at cost.

2. Charges shall be made for such direct expenses as blue printing costs, the cost of materials required to complete field investigations or surveys, or other special materials or equipment whose use will be limited to the specific job at hand. These charges will be billed at invoice cost.

3. Subsistence is chargeable in the event an employee is required by nature or location of the work to be out of his assigned office overnight. These charges shall be billed at direct cost.

4. Services of Professional specialists who work independently of Howard Needles Tammen & Bergendoff shall be billed at our cost. Examples of this type of service are soils testing, laboratory analyses, and other specialized fields of service performed by others using their own facilities, and not under our direction. Services of subcontractors or subconsultants who work at the direction of HNTB shall be billed at our cost plus ten percent.

5. Charges shall be made for the use of special studies equipment as follows:

(a)	Field Survey Van and Sewer Inspection Vehicle (including inspection and safety equipment)	35 cents per mile or $25.00 per day, whichever is greater.
(b)	Head Recorders	$25.00 per week for the first four (4) weeks of continuous installation. $15.00 per week for the next four (4) weeks of continuous installation. $10.00 per week for continuous installation, thereafter (1 - 7 days constitute one week).
(c)	Integrated Flow Recorders	$40.00 per week for the first four (4) weeks of continuous installation. $25.00 per week for the next four (4) weeks of continuous installation.

HNTB
Sept. 1, 1980

SCHEDULE OF CHARGES FOR EXPENSES (Cont'd)

(c) Integrated Flow Recorders (continued)	$15.00 per week for continuous installation thereafter (1 - 7 days constitute one week).
(d) Continuous Samplers	$40.00 per week for the first four (4) weeks of continuous installation.
	$25.00 per week for the next four (4) weeks of continuous installation.
	$15.00 per week for continuous installation thereafter (1 - 7 days constitute one week).
(3) Other Equipment	To be quoted on a per job basis.

6. All service performed on an hourly or cost plus basis shall be billed as work progresses. Billing periods shall be once each four weeks to coincide with firm's payroll cycle.

The above schedule of charges is subject to changes which result from variations in supplier costs and market conditions.

HOWARD NEEDLES TAMMEN & BERGENDOFF
ARCHITECTS ENGINEERS PLANNERS
INDIANAPOLIS, INDIANA
Sept. 1, 1980

70-5-6 H.I. 10/9/80

WATER MAIN IMPROVEMENT RESOLUTION

No. 1023-80, 1980

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, STATE OF INDIANA, That the construction of a system of water mains, intended and adopted for local use by the property holders in the tract to be improved and also the requirements of other real estate to be served with extensions, be and the same is hereby ordered in and along

ORLANDO DRIVE BETWEEN SHARON DRIVE AND STATE HIGHWAY #3 (LIMA ROAD)
2016± L.F. OF 6" WATER MAIN

said water main(s), with all its (their) appurtenances, shall be constructed in accordance with the plans and specifications now on file in the office of the Department of Public Works of said city.

The cost of said improvement shall be apportioned against and paid by the property holders benefited, and upon the City of Fort Wayne, Indiana, if the city is benefited by said improvement, all according to the method and manner provided for in an Act of the General Assembly of the State of Indiana, entitled, "An Act Concerning Improvements, in or for the benefit of recorded platted additions to and/or within cities and towns." Approved May 16, 1927 and the provisions of all Acts amendatory thereto and supplemental thereof.

Assessments, if deferred, are to be paid in ten equal annual installments, with interest at the rate of six per cent, per annum. A bond or bonds shall be issued to the contractor in payment of such work, unless the property owners pay said assessments before said bond or bonds are issued. Under no circumstances shall the City of Fort Wayne be or be held responsible for any sum or sums due from said property owner or owners for said work, or for the collection of the same, or for the payment of any bond or bonds, certificate or certificates, issued to said contractor in payment for such work, except for such moneys as shall have been actually received by the city from the assessments for such improvement, or such moneys as said city is by said above entitled act required to pay. All proceedings had and work done in the making of said improvements, assessments of property, collection of assessments and issuance of bonds therefor, shall be as provided for in said above entitled act and all amendments and supplements thereto.

Adopted, this 9th *day of* October 1980

BOARD OF PUBLIC WORKS:

Form 1929

70-30-38 10/29/80

Improvement Resolution

FOR CURB AND SIDEWALK

No. 5893 - 1980

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by constructing 4" sidewalk and 6" driveway (portion through sidewalk) in the 5200 block of South Anthony from Fairfax south through Lot #18 on the west side and through Lot #17 on the east side.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

~~It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement.~~ The cost of said improvement shall be paid as follows:

75% Property Owner
25% City of Fort Wayne

per Board of Works cost participation policy.

Adopted, this 29 *day of* October, 1980

ATTEST: Sandra E. Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS: Robert D. Anderson, Sr.

CALHOUN PRESS

70-28-25 H.I. 10/29/80

PURCHASE AGREEMENT

THIS AGREEMENT, by and between the CITY OF FORT WAYNE by its BOARD OF PUBLIC WORKS (hereinafter referred to as "City") and WILLIAM LEE (hereinafter referred to as "Lee") this 29th day of October, 1980,

WITNESSETH THAT:

WHEREAS, the City desires to sell a General Electric hydro-electric turbine generator, together with vertical water turbine (hereinafter referred to as "generator") located at the Hosey Dam in Fort Wayne, Indiana and Lee desires to purchase said generator from the City;

NOW, THEREFORE, the parties hereto agree as follows:

1. Lee shall pay to the City Four Hundred Ninety-Nine and 99/100 ($499.99) Dollars on the date of execution of this Agreement.

2. It is agreed that Lee shall begin the removal of said generator from its present location within ten days after 10/31/82 and that Lee shall prosecute it in such a manner as will bring the entire work to completion within 90 calendar days after the date of beginning. The time of beginning and date of completion are considered essential elements of the Agreement. Lee will provide Bd of Wks w/ a 10 day notice prior to commencement of removal of said generator.

3. Lee shall return the premises, including buildings, structures, grass, sidewalks, and roadways to the same condition in which they were prior to Lee's removal of the generator.

4. Lee shall secure the premises in which the generator is located at all times after the commencement of the removal of the generator to the end that persons shall not be able to enter the premises, cause injury to themselves, or cause injury to the property contained therein. This includes securing any doorway by means of locks or otherwise or blocking any holes in walls to prevent entry therein.

5. Lee shall repair the hole in the floor created by the removal of the generator by forming a new floor, using reinforced rod and concrete.

6. Lee shall hold the City harmless, including attorney fees, from personal injury liability or property damage liability to third persons and/or employees of Lee which damages or injuries occur as a result of the removal of said generator and the condition of the premises during said removal. Lee shall provide a bond in the amount of $10,000.00 to insure his good and faithful adherence and compliance to the terms and conditions hereof.

ALL OF THIS ENTERED INTO THIS 29th DAY OF OCT., 1980.

William H Lee
WILLIAM LEE

BOARD OF PUBLIC WORKS

ATTEST:
Sandra Kennedy

To Mark Akers, Chairman, Board of Public Works Date September 4, 1980

From Glen R. Patrick, Superintendent, Filtration Plant

Subject Hosey Dam Electric Generator

COPIES TO:

Boller

Foland

I have reviewed a draft of the Purchase Agreement between the City of Fort Wayne and William Lee and have the following recommendations:

Item 2. Rewrite, such as:

It is agreed that Lee shall begin the removal of said generator from its present location within ten days after _____ and that Lee shall prosecute it in such manner as will bring the entire work to completion within 90 calendar days after the date of beginning. The time of beginning and date of completion are considered essential elements of the Agreement.

Item 5. Delete the option of placing a steel plate over the hole.

Item 6. Should Lee be required to procure Public Liability Insurance for personal injuries including accidental death and for property damage?

I also recommend that Philip Boller's concurrance be obtained before this agreement is signed with Mr. Lee.

SEP 4 1980

98

70-27-12 H.I. 10/29/80

1984 AUG 31 PM 3:21
ALLEN COUNTY RECORDER
Virginia L Young

SEWER EASEMENT RESOLUTION NO. 192-80
PERMANENT AND TEMPORARY
NORTH MAUMEE INTERCEPTOR
PHASE I and II

84-021341

For the condemnation of permanent and temporary easements for the purpose to construct, operate, control and maintain a sanitary sewer line along and across a portion of the West Half and Northeast Quarter of Section 3, and Northwest Quarter of Section 2 and the South Half of Section 5, Township 30 North, Range 13 East; and the West Half of Section 35, Township 31 North, Range 13 East; bounded on the North by Hicksville Road; bounded on the East by Shannonside II; and bounded on the South by the Maumee River; bounded on the West by Coliseum Boulevard.

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that it is desired and deemed necessary to condemn right-of-way for permanent and temporary easement, purposes to construct, operate, control and maintain a sanitary sewer line along and across a portion of the West Half and Northeast Quarter of Section 3, the Northwest Quarter of Section 2, and the South Half of Section 5, Township 30 North, Range 13 East; and the West Half of Section 35, Township 31 North, Range 13 East; bounded on the North by Hicksville Road; bounded on the East by Shannonside II; bounded on the South by the Maumee River; bounded on the West by Coliseum Boulevard; more particularly described as follows:

I. The following described permanent and temporary easements are located within Kern Valley Subdivision Section III on Lots 84 and 85 as recorded in Plat Book 33, page 1-3.

Permanent Easement
Beginning at the Northeast corner of said Lot 84, thence South along the property line, a distance of 83.4 feet to the true point of beginning; thence continuing South along said property line of Lot 84, a distance of 75 feet to the Southeast corner of said Lot 84; thence West along the South line of Kern Valley Subdivision Section III, a distance of 130 feet to a point; thence Northeasterly terminating at the true point of beginning; said point being located 83.4 feet South of the Northeast corner of said Lot 84.

Temporary Easement
A 10-foot-in-uniform width easement lying immediately Northwest of and adjacent to the aforedescribed permanent easement.

II. The following described permanent and temporary easements are located within the space now or formerly owned by Louis J. and B.C. Ehinger, as recorded on Deed Book 288, page 456.

DULY ENTERED FOR TAXATION
AUG 31 1984
Gloria J. Gaiglein
AUDITOR OF ALLEN COUNTY

Permanent Easement
The north 30 feet of the west 30 feet of said space.

Temporary Easement
A 30-foot-in-uniform easement lying immediately east of, south of and adjacent to the aforedescribed permanent easement.

11:50 a
by

III. The following described permanent and temporary easements are located within space now or formerly owned by Trans-American Development Corp., as recorded by instrument number 71-4428.

Permanent Easement
The West 30 feet of said space.

Temporary Easement
The East 30 feet of the West 60 feet of said space.

IV. The following described permanent and temporary easements are located with space now or formerly owned by H. G. Kleeman, Inc., as recorded by instrument number 78-26530.

Permanent Easement
1. The West 30 feet of the South 1513.32 feet of said space.
2. The West 14 feet of the North 295 feet of said space.

Temporary Easement
1. The East 30 feet of the West 60 feet of the South 1513.32 feet of said space.
2. The East 30 feet of the West 44 feet of the North 295 feet of said space.

V. The following described permanent and temporary easements are located within spaces now or formerly owned by George H. Bruick, as recorded in Deed Book 543, pages 62-3.

Permanent Easement
1. The West 30 feet of said space located in the Southwest Quarter of said Section 35.

2. The South 20 feet of the West 30 feet of said space located in the Northwest Quarter of said Section 35.

Temporary Easement
1. The East 30 feet of the West 60 feet of said space located in the Southwest Quarter of said Section 35.
2. The East 30 feet of the West 60 feet of the South 20 feet of said space located in the Northwest Quarter of said Section 35.

VI. The following described permanent and temporary easements are located within spaces now or formerly owned by Riverview, Inc. as recorded in Deed Book 522, page 273; Deed Book 482, page 590; and Deed Book 693, pages 343-5.

Permanent Easement
A 50-foot-in-uniform width easement on said spaces, the centerline of which is described as follows:

98

Commencing at Coliseum Boulevard (also known as U.S. 30) right-of-way marker located at State Highway Station 373+90; thence South along said right-of-way, a distance of 1261 feet to the true point of beginning of said easement centerline; thence a left deflection of 90 degrees, a distance of 20 feet; thence a right deflection of 54 degrees, a distance of 165 feet; thence a left deflection of 19 degrees, a distance of 1,680 feet; thence a left deflection of 41 degrees 30 minutes terminating at a point on the East line of said space as recorded in Deed Book 693, pages 343-5 said point being also located 2,114 feet South of an iron pin located in the Northwest corner of a space now or formerly owned by the City of Fort Wayne, as recorded in Deed Book 648, page 556; the easement lines and angles are extended or shortened to their point of intersection.

Temporary Easement
A 20-foot-in-uniform easement being immediately north of, south of, and adjacent to the aforedescribed permanent easement.

VII. The following described permanent and temporary easements are located within spaces now or formerly owned by Jehl Homes Corp., as recorded by instrument number 73-4898; Diversified Utilities, as recorded in Deed Book 449 pages 173-4; Charles Glenn, as recorded by instrument number 78-2650; and NIPSCO, as recorded by instrument Number 79-30378.
Permanent Easement
A 50-foot-in-uniform width easement on said spaces, the centerline of which is described as follows:

Commencing at a point on the south line of Kern Valley Subdivision Section 3, as recorded in Plat Book 33, pages 1-3 a distance of 90 feet west of the Southeast corner of said Kern Valley Subdivision Section 3 said point also being located a distance of 62 feet Northwest of and normal to the centerline of the Indiana and Michigan Right-of-way on the South line of said subdivision; thence southwesterly, parallel to said Indiana and Michigan Right-of-way, a distance of 2,450 feet to the true point of beginning; thence continuing southwesterly, parallel to said Indiana and Michigan Right-of-way, to a point located on the centerline of North River Road; thence a left deflection of 12 degrees 15 minutes, a distance of 545 feet; thence a left deflection of 89 degrees, a distance of 311.1 feet; thence a right defelction of 82 degrees 06 minutes a distance of 1,000 feet; thence a right deflection of 11 degrees 18 minutes, a distance of 550 feet terminating at a point on the west line of Kercheval Reserve located a distance of 1,803 feet south of the intersection of the west line of Kercheval Reserve and the centerline of Lake Avenue (also known as North River Road); the easement angles and lines are extended or shortened to their point of intersection.

Temporary Easement
A 20-foot-in-uniform width easement lying immediately north of, east of south of, west of and adjacent to the aforedescribed permanent easement.

All according to the method and manner provided for in an Act of Ceneral Assembly of the State of Indiana, as approved in 1967; more particularly I.C. 18-1-1.5-5 and 14 and I.C. 18-1-7-1 to 11, and the provisions of all acts amendatory and supplemental thereof.

98

All land affected lies within part of the West Half and Northeast Quarter of Section 3, the Northwest Quarter of Section 2, and the South Half of Section 5, Township 30 North, Range 13 East; and the West Half of Section 35, Township 31 North, Range 13 East.

All temporary easements shall expire two (2) years after the date of adoption.

ADOPTED THIS 29 DAY OF October, 1980.

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Herbert Gamache, Member

ATTEST:

Clerk SANDRA E KENNEDY

Reference Sewer Resolution No. 330-80

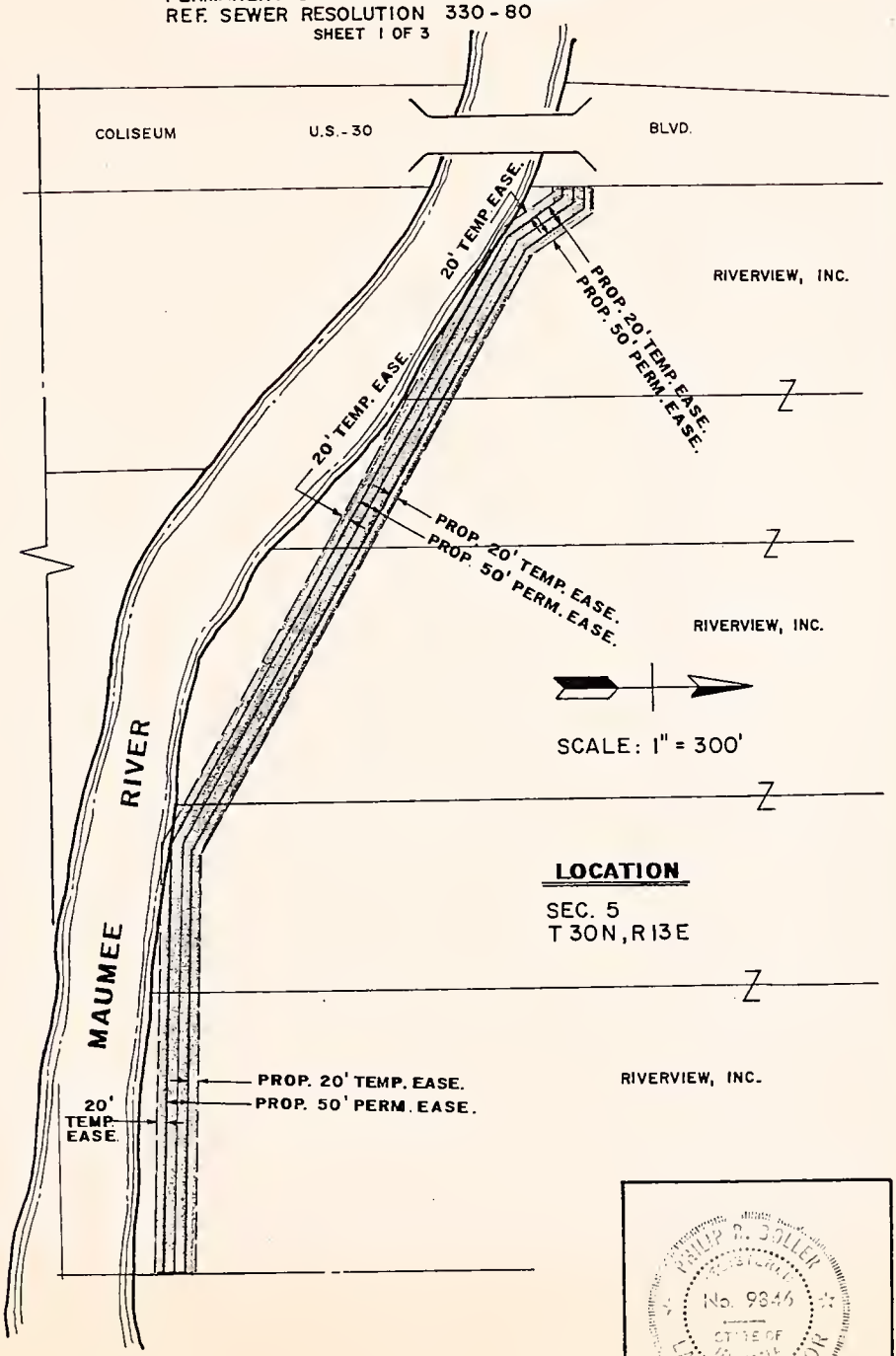
Prepared by: P.R. Boller, P.E.

98

NORTH MAUMEE INTERCEPTOR PHASE I & II
SANITARY SEWER

EASEMENT RESOLUTION NUMBER 192-80

PERMANENT & TEMPORARY EASEMENTS
REF. SEWER RESOLUTION 330-80
SHEET 1 OF 3



PHILIP R. BOLLER
REGISTERED
No. 9846
STATE OF
PROFESSIONAL
LAND SURVEYOR

LEGEND

- Existing Easement
- Proposed Permanent Easement
- Proposed Temporary Easement

Phillip R. Boller, L.S.9846

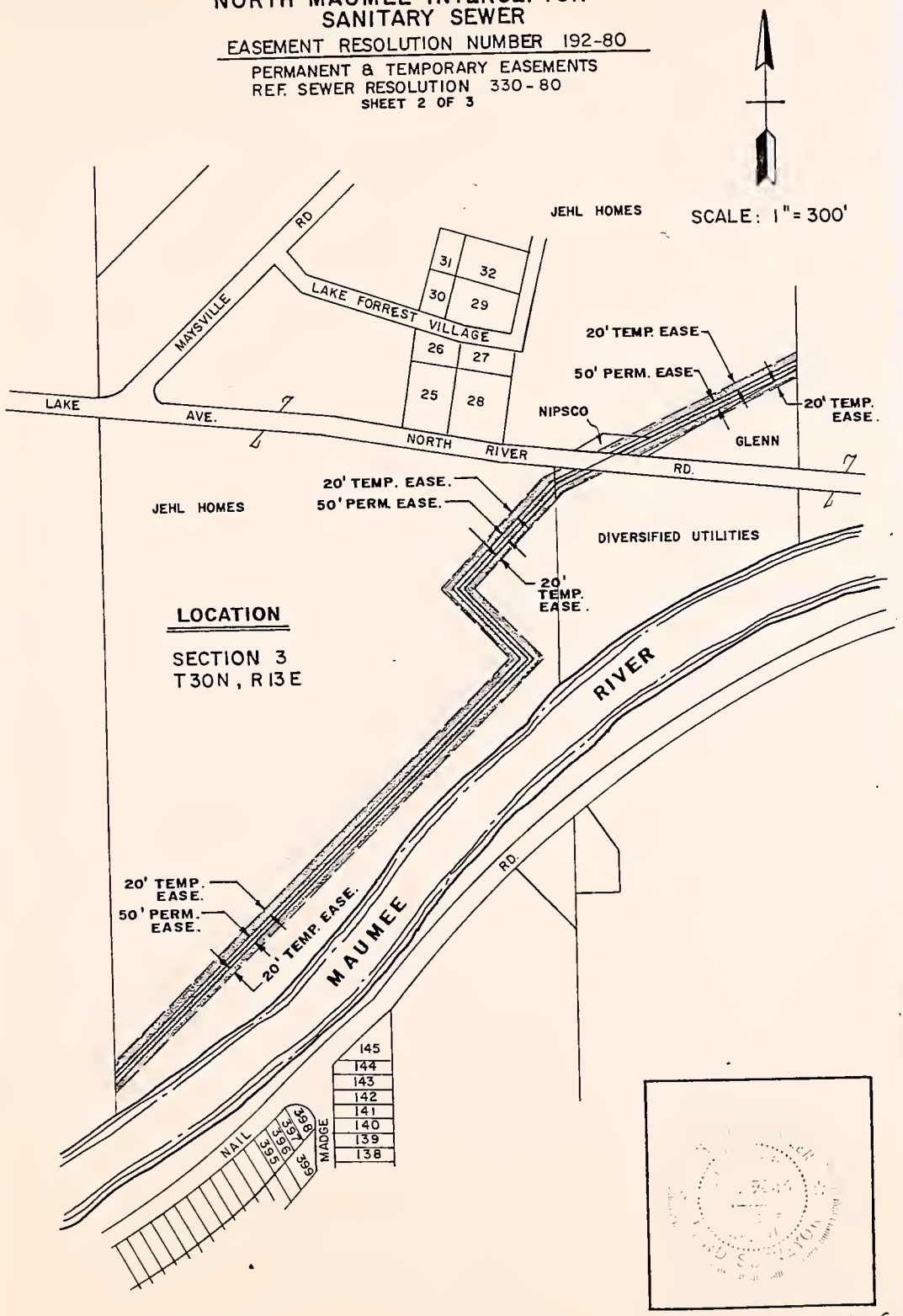
October 22, 1980

98

NORTH MAUMEE INTERCEPTOR SANITARY SEWER

EASEMENT RESOLUTION NUMBER 192-80

PERMANENT & TEMPORARY EASEMENTS
REF. SEWER RESOLUTION 330-80
SHEET 2 OF 3



LEGEND

Existing Easement
Proposed Permanent Easement
Proposed Temporary Easement

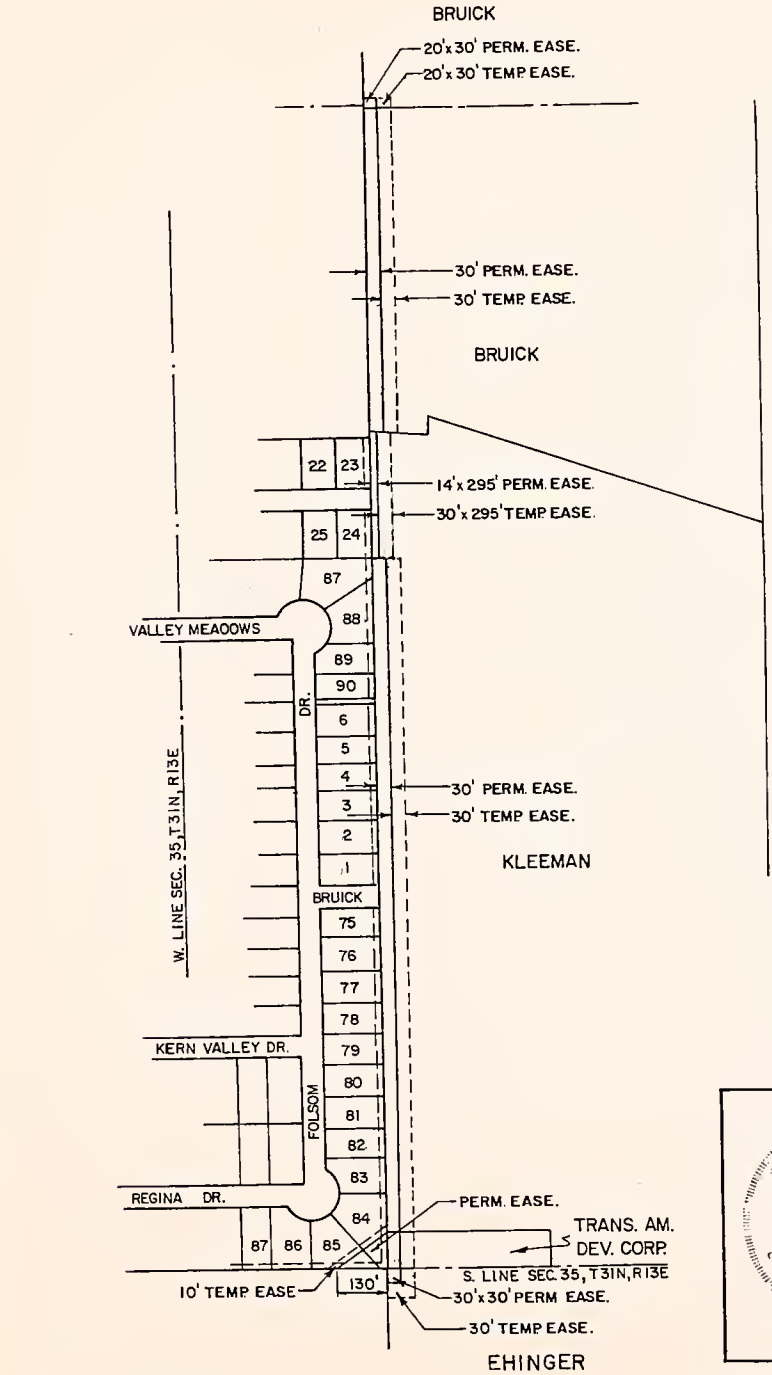
Phillip R. Boller, L.S.9846

October 22, 1980

98

NORTH MAUMEE INTERCONNECT PHASE I & II
SANITARY SEWER
EASEMENT RESOLUTION NUMBER 192-80

PERMANENT & TEMPORARY EASEMENTS
REF. SEWER RESOLUTION 330-80
SHEET 3 OF 3



SCALE
1" = 300'

LOCATION

W 1/2 SEC. 35
T 31 N, R 13 E
E 1/2 SEC. 2
T 30 N, R 13 E

LEGEND

- Existing Easement
- Proposed Permanent Easement
- Proposed Temporory Easement

PHILIP R. BOLLER
REGISTERED
No. 9846
STATE OF INDIANA
LAND SURVEYOR

Phillip R. Boller, L.S. 9846

October 22, 1980

99

70-27-13 H.I
10/29/80

1984 AUG 31 PM 3:21
ALLEN COUNTY RECORDER
Virginia L Young

SEWER EASEMENT RESOLUTION NO. 193-80
PERMANENT AND TEMPORARY
TRIER DITCH INTERCONNECT INTERCEPTOR
TRIER DITCH - MOELLER ROAD

84-021342

For the condemnation of permanent and temporary easements for the purpose to construct, operate, control, and maintain a sanitary sewer line along and across a portion of the Southeast Quarter of Section 9 and the Northwest Quarter of Section 15, Township 30 North, Range 13 East; bounded on the North by U.S. #24; bounded on the East by a line 1,500± LF East of and parallel to Adams' Center Road; bounded on the South by Moeller Road; bounded on the West by Delwood Drive and its extension.

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that it is desired and deemed necessary to condemn right-of-way for permanent and temporary easement, purposes to construct, operate, control, and maintain a sanitary sewer line along and across a portion of the Southeast Quarter of Section 9 and the Northwest Quarter of Section 15, Township 30 North, Range 12 East; bounded on the North by U.S. #24; bounded on the east by a line 1,500± LF east of and parallel to Adams' Center Road; bounded on the South by Moeller Road; bounded on the West by Delwood Drive and its extension; more particularly described as follows:

I. The following described permanent and temporary easements are located within space now or formerly owned by CDE Company as recorded by instrument number 73-16400.

Permanent Easement
The North 20 feet of said space lying immediately south of and adjacent to the U.S. 24 right-of-way.

Temporary Easement
The south 40 feet of the north 60 feet of said space.

II. The following described permanent and temporary easements are located within space now or formerly owned by James H. Thornton as recorded by instrument number 80-3711.

Permanent Easement
1. The north 20 feet of said space lying immediately south of and adjacent to the U.S. 24 right-of-way .
2. The east 20 feet of the north 270 feet of said space lying immediately west of and adjacent to the space now or formerly owned by CDE Company as recorded by instrument number 73-16400.
3. The north 20 feet of said space lying immediately south of and adjacent to the space now or formerly owned by CDE Company as recorded by instrument number 73-16400.
4. Beginning at a point on the east line of the East Half of the Southeast Quarter of Section 9, Township 30 North, Range 13 East, said point being situated 317.0 feet south 0 degrees 20 minutes west of the Northeast corner of the aforementioned East Half of the Southeast

10.00
cc bg

DULY ENTERED FOR TAXATION
AUG 31 1984
Gloria J. Goeglein
AUDITOR OF ALLEN COUNTY

Quarter of Section 9, said point also being situated on the centerline of Adams' Center Road, a public thoroughfare in the aforementioned Section, Township and Range; thence South 0 degrees 20 minutes West along the aforementioned East line of the East Half of the Southeast Quarter of Section 9, 1,663.8 feet; thence South 89 degrees 09 minutes West, 40.0 feet; thence North 0 degrees 20 minutes East to a point on the south property line of CDE Company; thence North 89 degrees 12 minutes East to the point of beginning.

Temporary Easement
A 40-foot-in-uniform width easement lying immediately west of, south of, and adjacent to the aforedescribed permanent easement.

III. The following described temporary easement is located within space now or formerly owned by CDE Company as recorded by instrument number 73-16400.

Temporary Easement
A 20-foot-in-uniform width easement lying immediately east of, north of and adjacent to the aforedescribed permanent easement in paragraph II-2 and II-3.

IV. The following described temporary easement is located within space now or formerly owned by Arkansas-Best Freight Systems, Inc., as recorded by instrument number 79-24537.

Temporary Easement
The east 80 feet of said space extending westwardly from the centerline of Adams' Center Road, the east 40 feet of which is the right-of-way of said Road.

V. The following described permanent and temporary easements are located within space now or formerly owned by Toolcraft, Inc., as recorded by instrument number 74-24064.

Permanent Easement
The east 40 feet of said spaces extending westwardly from the centerline of Adams' Center Road, the east 25 feet of which is the right-of-way of said Road.

Temporary Easement
A 40-foot-in-uniform width easement lying immediately west of and adjacent to the aforedescribed permanent easement.

VI. The following described permanent and temporary easements are located within spaces now or formerly owned by Wayne-Haven Industrial Park as recorded by instrument number 78-286.

Permanent Easement
A 40-foot-in-uniform width easement on said spaces, the centerline of which is described as follows:

Commencing at the Southwest corner of the Northwest Quarter of said Section 15; thence North on and along the west line of said Northwest Quarter, being also the centerline of Adams` Center Road, a distance of 2,644.6 feet (recorded 2,647.1 feet) to the Northwest corner of said Northwest Quarter, also being the true point of beginning of the said centerline; thence a right deflection of 137 degrees 38 minutes, a distance of 1,185.4 feet; thence a right deflection of 11 degrees 28 minutes, a distance of 1,310.5 feet; thence a right deflection of 49 degrees 36 minutes; terminating at a point on the centerline of Moeller Road located 1222.7 feet East of the Southwest Corner of the Northwest Quarter of said Section 15.

Temporary Easement
A 20-foot-in-uniform width easement North of, east of, south of, and adjacent to the aforedescribed permanent easement.

All according to the method and manner provided for in an Act of General Assembly of the State of Indiana as approved in 1967; more particularly I. C. 18-1-1.5-5 and 14, and I.C. 18-1-7-1 to 11, and the provisions of all acts amendatory thereto and supplemental thereof.

All land affected lies within part of the Southeast Quarter of Section 9 and the Northwest Quarter of Section 15, Township 30 North, Range 13 East.

The temporary sewer easement shall expire two (2) years from the date of adoption.

ADOPTED THIS 29 DAY OF October, 1980.

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Herbert Gamache, Member

ATTEST:

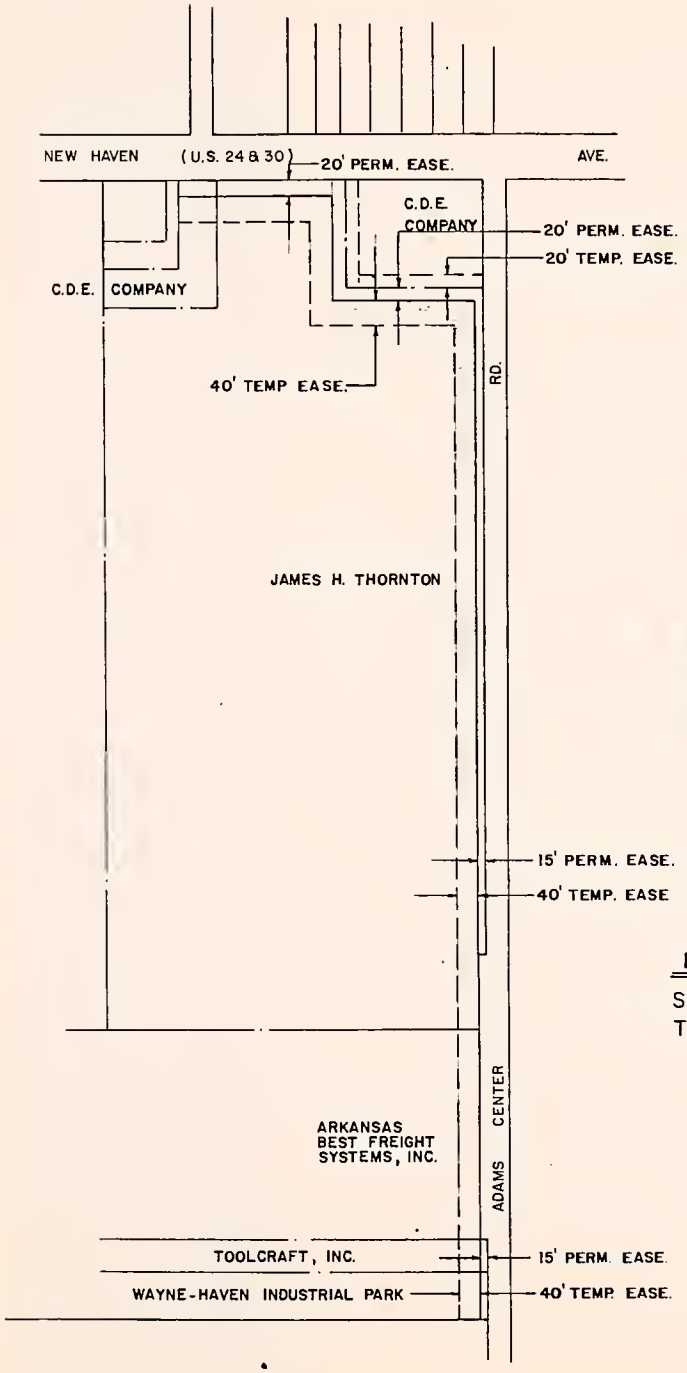
Clerk SANDRA E KENNEDY

Reference Sewer Resolution No. 331-80

Prepared by: P.R. Boller, P.E.

TRIER DITCH-MOELLER RD.
SANITARY SEWER
EASEMENT RESOLUTION NUMBER 193-80

PERMANENT & TEMPORARY EASEMENTS
REF. SEWER RESOLUTION 331-80
Sheet 1 of 2



LOCATION

SEC. 9
T30N, R13E

PHILIP R. BOLLER
REGISTERED
No. 9846
STATE OF INDIANA
LAND SURVEYOR

LEGEND

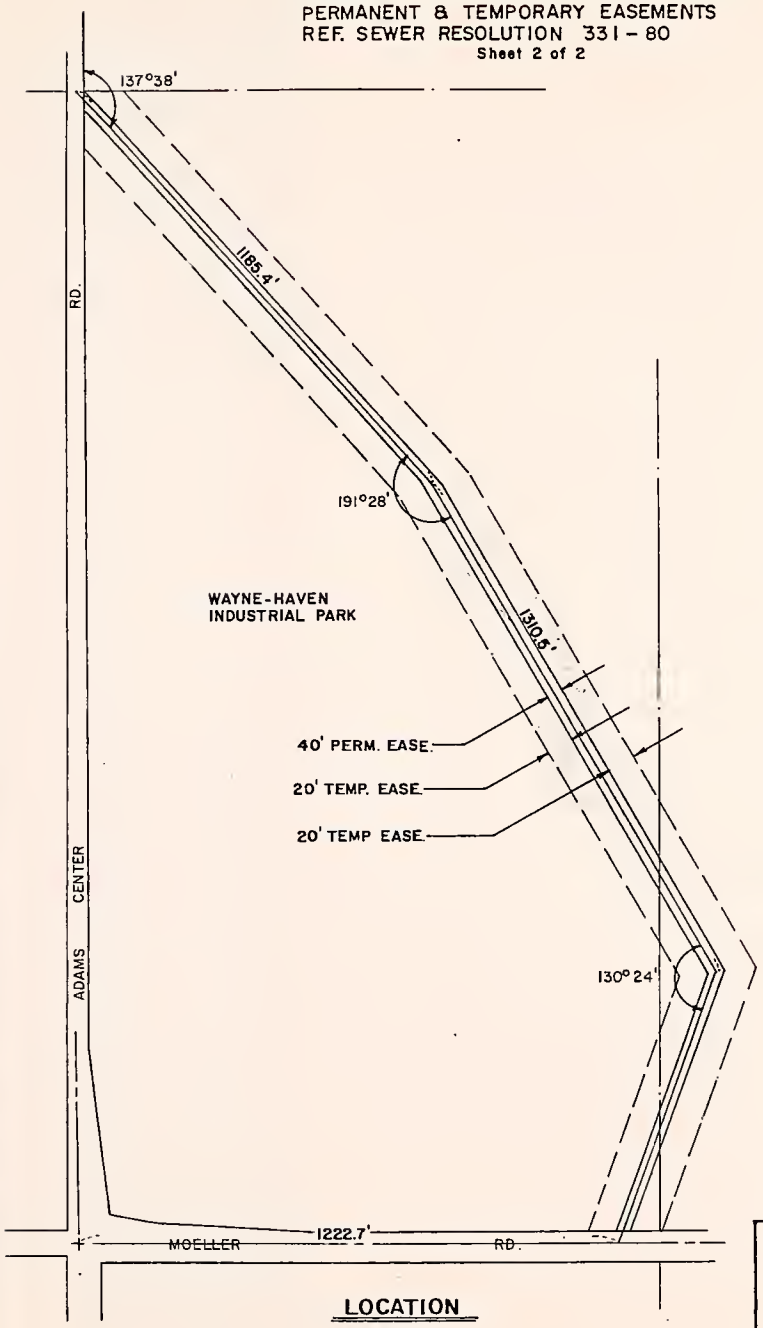
- Existing Easement
- Proposed Permanent Easement
- Proposed Temporory Easement

Phillip R. Boller, L.S.9846

October 22, 1980

TRIER DITCH - MOELLER RD.
SANITARY SEWER
EASEMENT RESOLUTION NUMBER 193-80

PERMANENT & TEMPORARY EASEMENTS
REF. SEWER RESOLUTION 331 - 80
Sheet 2 of 2



SCALE
1" = 300'

LOCATION

SEC. 15
T30N, R13E

PHILIP R. BOLLER
REGISTERED
No. 9846
STATE OF INDIANA
LAND SURVEYOR

LEGEND

- Existing Easement
- Proposed Permanent Easement
- Proposed Temporary Easement

Phillip R. Boller, L.S.9846

October 22, 1980

100

69-106-19 H.I. 7/16/80

NORTHCREST PUMP STATION ELIMINATION

RESOLUTION 319-1980

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana that the construction of a main sewer, which from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said sewer, but is also intended and adapted for receiving sewage from collateral drains already constructed or which hereafter may be constructed, be and the same is hereby ordered.

Beginning at a proposed manhole set over an existing sanitary sewer line located 5± LF north and 5± LF east of the southeast corner of lot No. 96 of Paper Mills Bluff Addition, thence northwesterly 130± LF to a proposed manhole located 30± LF west of and 30± LF north of the southeast corner of said lot No. 96 of Paper Mills Bluff Addition; thence, north 30± LF west and parallel to the west property line of lot 91 thru lot 95 inclusive of Paper Mills Bluffs 400± LF of a proposed manhole located 30± LF west of and 5± LF south of the northwest corner of lot No. 92; thence, northwesterly 750± LF to a proposed manhole on the west right-of-way line of Clinton Street located 550± LF south of the centerline of Washington Center Road; thence, northerly along the west right-of-way line of said Clinton Street 350± LF to a proposed manhole located 200± LF south of and 100± LF west of the centerline intersection of said Washington Center Road and Clinton Street; thence, northwesterly 250± LF terminating at the wet well of the existing Northcrest Pump Station located 400± LF west of and 40± LF south of centerline intersection of Washington Center Road and Clinton Street.

Said sewer shall be 18" in diameter.

The total cost of said sewer improvement shall be paid by funds from the Federal, State and City governmental agencies. The City monies will be appropriated from the Sewer Utility Fund of City Utilities. These monies will be repaid to City Utilities through the adoption, by the Board of Public Works, of a Resolution which will establish for each directly benefitted property owner their respective pro-rate share tap-in fee for said sewer improvement. This resolution shall also include any adjusted connection charge previously established, by the Board of Public Works, for those directly benefitted property owners, under the adopted Resolution No. 61-140-11. The pro-rate share tap-in fee for each directly benefitted property owner will not exceed twenty-five hundred dollars ($2,500.00) for a period of not less than one (1) year after it is established by the Board of Public Works. After this period of time the Board of Public Works reserves the right to adjust this tap-in fee.

Pursuant to I.C. 19-2-7-1/to 23, any and all property owners owning property outside the corporate limits of the City of Fort Wayne utilizing the sanitary sewer constructed by authority of this resolution does release his or their right to remonstrate against pending or future annexation by the City of Fort Wayne.

100

ADOPTED THIS 16th DAY OF July, 1980.

BOARD OF PUBLIC WORKS

BY: _____
Mark L. Akers, Chairman

BY: _____
Roberta Anderson Staten, Member

BY: _____
Herbert Gamache, Member

ATTEST:

_____
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Richard I. Snouffer, Associate City Attorney

This instrument prepared by: Philip R. Boller, P.E.

C-158-2 H.1
4/9/81

SEWER EASEMENT RESOLUTION NO. 211-80
PERMANENT and TEMPORARY
"COVINGTON ROAD-COUNTRY CLUB"

For the condemnation of permanent and temporary easements for the purpose to construct, operate, control and maintain a sanitary sewer line along and across a portion of the Southeast Quarter of Section 7, Township 30 North, Range 12 East and being more particularly described as Lots No. 317 and 295 of Country Club Terrace Addition, Allen County, State of Indiana.

RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, that it is desired and deemed necessary to condemn right-of-way for permanent and temporary easements for purposes to construct, operation, control and maintain a sanitary sewer line along and across a portion of the Southeast Quarter of Section 7, Township 30 North, Range 12 East and being more particularly described as Lots No. 317 and 295 of Country Club Addition, Allen County, State of Indiana.

The following described permanent and temporary easements are located within spaces now or formerly owned by MARY ELLEN GOLLER and RICHARD G. GOLLER, as recorded in Instrument No. 78-11879 of the Deed Records of Allen County, State of Indiana.

PERMANENT EASEMENT

A ten (10') foot-in-uniform with easement located within Section 7, Township 30 North, Range 12 East, Allen County, State of Indiana, and being more particularly described as follows:

The West ten (10) feet of Lots 317 and 295 of Country Club Terrace Addition as recorded in Plat Book 12, page 42 except that portion of Lot 295 obtained for U.S. #24 right-of-way.

TEMPORARY EASEMENT

A ten (10') foot-in-uniform width easement being immediately east of and adjacent to the aforedescribed permanent easement on Lots No. 317 and 295.

All according to the method and manner provided for in an Act of General Assembly of the State of Indiana, as approved in 1967; more particularly I.C. 32-11-1.5-3 through 8, and the provisions of all acts amendatory thereto and supplemental thereof.

All land affected lies within a portion of Section 7, Township 30 North, Range 12 East

All temporary sewer easements shall expire two (2) years from date of adoption.

ADOPTED this 9 day of April, 1981.

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Betty R. Collins, Member

ATTEST:

Sandra E. Kennedy
Clerk

Reference Sewer Rsolution 342-1980

This instrument prepared by:

C. Duane Embury, P.E., Chief
Water Pollution Control Engineer

J0-26-6 H.I
10/29/80

CERTIFIED MAIL

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

29 October 1980

Waynesfield Construction
P. O. Box 477
Maumee, OH 43537

Reference: BID SUBMITTED OCTOBER 21, 1980
RESOLUTION NO. 323-1980
Spy Run Interconnect Interceptor

Gentlemen:

The purpose of this letter is to advise your firm that the Board of Public Works today has conditionally awarded the contract on this Resolution to your firm. The conditions upon which this ward was made are:

a) The list of your qualified MBE subcontractors submitted to the Board of Public Works in accordance with FPC/35, A2 by November 14, 1980.

b) The Environmental Protection Agency approves all contracts and funding under Sewage Works Grant No. C-180599-07.

c) The Common Council of the City of Fort Wayne approves all contracts and funding under Sewage Works Grant No. C-180599-07.

If conditions are not met satisfactorily by your firm, the Board of Public Works reserves the right to award this contract to the next lowest responsive bidder. Finally, in our concentrated effort to obtain approval of all the contracts on this project, and issue a "Notice to Proceed," we respectfully request that your firm proceed to submit a fully executed contract along with the required Performance and Guaranty Bond to our office on or before November 24, 1980.

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Herbert Gamache, Member

cc: Win Moses, Jr., Mayor
P.R. Boller, P.E.
Richard Snouffer, Attorney
Frances Ganaway
Dorothy Dillon
File

AN EQUAL OPPORTUNITY EMPLOYER

IV. The following described permanent and temporary easements are located within spaces now or formerly owned by Theo and Clara E. Bradtmueller as recorded in Deed Book 361, page 280, Alvin and Betty E. Bradtmueller as recorded in Deed Book 613, page 91, and Max L. and Marlene A. Poling as recorded by instrument number 76-1880.

Permanent Easement
The north 65 feet of the West Half of the Southeast Quarter of said Section 15, of which the north 33 feet is the Moeller Road right-of-way.

Temporary Easement
A 20-foot-in-uniform width easement lying immediately south of and adjacent to the aforedescribed permanent easement.

V. The following described permanent and temporary easements are located within space now or formerly owned by Walter C. and Lubella S. Wiese as recorded in Deed Book 480, page 214.

Permanent Easement
The north 65 feet of the East 1510 feet of the Southwest Quarter of said Section 15, of which the north 50 feet is the Moeller Road right-of-way.

Temporary Easement
A 20-foot-in-uniform width easement lying immediately south of and adjacent to the aforedescribed permanent easement.

All according to the method and manner provided for in an Act of General Assembly of the State of Indiana, as approved in 1967; more particularly I.C. 18-1-1.5-5 and 14, and I.C. 18-1-7-1 to 11, and the provisions of all acts amendatory and supplemental thereof.

All land affected lies within part of the South Half of Section 15, Township 30 North, Range 13 East.

All temporary easements shall expire two (2) years after date of adoption.

ADOPTED THIS 29 DAY OF October, 1980.

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Herbert Gamache, Member

ATTEST:

Sandra E. Kennedy
Clerk SANDRA E. KENNEDY

Reference Sewer Resolution No. 338-80

Prepared by: P.R. Boller, P.E.

CERTIFIED MAIL

70-26-7 H.I. 10/29/80

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

29 October 1980

Bercot, Inc.
6015 Huguenard Road
Fort Wayne, IN 46818

Reference: BID SUBMITTED OCTOBER 21, 1980
RESOLUTION NO. 324-1980 and 326-1980
HIGHVIEW PARK and REHABILITATION

Gentlemen:

The purpose of this letter is to advise your firm that the Board of Public Works today has conditionally awarded the contract on this Resolution to your firm. The conditions upon which this award was made are:

a) The list of your qualified MBE subcontractors submitted to the Board of Public Works in accordance with FPC/35, A2 by November 14, 1980.

b) The Environmental Protection Agency approves all contracts and funding under Sewage Works Grant No. C-180599-07.

c) The Common Council of the City of Fort Wayne approves all contracts and funding under Sewage Works Grant No. C-180599-07.

If conditions are not met satisfactorily by your firm, the Board of Public Works reserves the right to award this contract to the next lowest responsive bidder. Finally, in our concentrated effort to obtain approval of all the contracts on this project, and issue a "Notice to Proceed," we respectfully request that your firm proceed to submit a fully executed contract along with the required Performance and Guaranty Bond to our office on or before November 24, 1980

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Herbert Gamache, Member

cc: Win Moses, Jr., Mayor
P.R. Boller, P.E.
Richard Snouffer, Attorney
Dorothy Dillon
Frances Ganaway
File

AN EQUAL OPPORTUNITY EMPLOYER

CERTIFIED MAIL

10-26-7 H.I.
10/29/80

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

29 October 1980

Bercot, Inc.
6015 Huguenard Road
Fort Wayne, IN 46818

Reference: BID SUBMITTED OCTOBER 21, 1980
RESOLUTION NO. 324-1980 and 326-1980
HIGHVIEW PARK and REHABILITATION

Gentlemen:

The purpose of this letter is to advise your firm that the Board of Public Works today has conditionally awarded the contract on this Resolution to your firm. The conditions upon which this award was made are:

a) The list of your qualified MBE subcontractors submitted to the Board of Public Works in accordance with FPC/35, A2 by November 14, 1980.

b) The Environmental Protection Agency approves all contracts and funding under Sewage Works Grant No. C-180599-07.

c) The Common Council of the City of Fort Wayne approves all contracts and funding under Sewage Works Grant No. C-180599-07.

If conditions are not met satisfactorily by your firm, the Board of Public Works reserves the right to award this contract to the next lowest responsive bidder. Finally, in our concentrated effort to obtain approval of all the contracts on this project, and issue a "Notice to Proceed," we respectfully request that your firm proceed to submit a fully executed contract along with the required Performance and Guaranty Bond to our office on or before November 24, 1980

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Herbert Gamache, Member

cc: Win Moses, Jr., Mayor
P.R. Boller, P.E.
Richard Snouffer, Attorney
Dorothy Dillon
Frances Ganaway
File

70-26-9 H.I.
10/29/80

CERTIFIED MAIL

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

29 October 1980

Northeastern Construction
6700 East State Boulevard
Fort Wayne, IN 46815

Reference: BID SUBMITTED OCTOBER 21, 1980
RESOLUTION NO. 327-1980
NEUHAUS INTERCONNECT INTERCEPTOR - PHASE I

Gentlemen:

The purpose of this letter is to advise your firm that the Board of Public Works today has conditionally awarded the contract on this Resolution to your firm. The conditions upon which this award was made are:

a) The list of your qualified MBE subcontractors submitted to the Board of Public Works in accordance with FPC/35, A2 by November 14, 1980.

b) The Environmental Protection Agency approves all contracts and funding under Sewage Works Grant No. C-180599-07.

c) The Common Council of the City of Fort Wayne approves all contracts and funding under Sewage Works Grant No. C-180599-07.

If conditions are not met satisfactorily by your firm, the Board of Public Works reserves the right to award this contract to the next lowest responsive bidder. Finally, in our concentrated effort to obtain approval of all the contracts on this project, and issue a "Notice to Proceed," we respectfully request that your firm proceed to submit a fully executed contract along with the required Performance and Guaranty Bond to our office on or before November 24, 1980

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Herbert Gamache, Member

cc: Win Moses, Jr., Mayor
P.R. Boller, P.E.
Richard Snouffer, Attorney
Dorothy Dillon
Frances Ganaway
File

AN EQUAL OPPORTUNITY EMPLOYER

CERTIFIED MAIL

10-27-10 H.I.
10/29/80

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

29October 1980

Ground Services, Inc.
8400 Leo Road
Fort Wayne, IN 46825

Reference: BID SUBMITTED OCTOBER 21, 1980
RESOLUTION NO. 328-1980
NEUHAUS INTERCONNECT INTERCEPTOR - PHASE II

Gentlemen:

The purpose of this letter is to advise your firm that the Board of Public Works today has conditionally awarded the contract on this Resolution to your firm. The conditions upon which this award was made are:

a) The list of your qualified MBE subcontractors submitted to the Board of Public Works in accordance with FPC/35, A2 by November 14, 1980.

b) The Environmental Protection Agency approves all contracts and funding under Sewage Works Grant No. C-180599-07.

c) The Common Council of the City of Fort Wayne approves all contracts and funding under Sewage Works Grant No. C-180599-07.

If conditions are not met satisfactorily by your firm, the Board of Public Works reserves the right to award this contract to the next lowest responsive bidder. Finally, in our concentrated effort to obtain approval of all the contracts on this project, and issue a "Notice to Proceed," we respectfully request that your firm proceed to submit a fully executed contract along with the required Performance and Guaranty Bond to our office on or before November 24, 1980

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Herbert Gamache, Member

cc: Win Moses, Jr., Mayor
P.R. Boller, P.E.
Richard Snouffer, Attorney
Dorothy Dillon
Frances Ganaway
File

70-27-11 H.I.
10/29/80

GERTIFIED MAIL

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

29 October 1980

Scheidelman Excavating, Inc.
6225 Stoney Greek Drive
Fort Wayne, IN 46825

Reference: BID SUBMITTED OCTOBER 21, 1980
RESOLUTION NO. 329-1980
NEUHAUS INTERGONNECT INTERCEPTOR - PHASE III

Gentlemen:

The purpose of this letter is to advise your firm that the Board of Public Works today has conditionally awarded the contract on this Resolution to your firm. The conditions upon which this award was made are:

a) The list of your qualified MBE subcontractors submitted to the Board of Public Works in accordance with FPG/35, A2 by November 14, 1980.

b) The Environmental Protection Agency approves all contracts and funding under Sewage Works Grant No. C-180599-07.

c) The Common Council of the City of Fort Wayne approves all contracts and funding under Sewage Works Grant No, C-180599-07.

If conditions are not met satisfactorily by your firm, the Board of Public Works reserves the right to award this contract to the next lowest responsive bidder. Finally, in our concentrated effort to obtain approval of all the contracts on this project, and issue a "Notice to Proceed," we respectfully request that your firm proceed to submit a fully executed contract along with the required Performance and Guaranty Bond to our office on or before November 24, 1980

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Herbert Camache, Member

cc: Win Moses, Jr., Mayor
P.R. Boller, P.E.
Richard Snouffer, Attorney
Dorothy Dillon
Frances Ganaway
File

AN EQUAL OPPORTUNITY EMPLOYER

108

70-23-21 H.J.
10/22/80

RESOLUTION NO. 70-23-21

The Board of Public Works hereby approve the request of Al Lapsley to construct the proposed additions to the Hanna School Annex.

The Board authorize the Clerk to said Board to issue a letter to Al Lapsley confirming the approval.

APPROVED: October 22, 1980

BOARD OF PUBLIC WORKS

MARK L. AKERS, CHAIRMAN

ROBERTA ANDERSON STATEN, MEMBER

HERBERT R. GAMACHE, MEMBER

ATTEST:

SANDRA E. KENNEDY, CLERK

70-7-20 H.I. 10/9/80

BOARD OF PUBLIC WORKS OF THE
CITY OF FORT WAYNE, INDIANA

DECLARATORY RESOLUTION

NO. 1441-80

WHEREAS, on the 15th day of September, 1980, One Summit Associates, a Massachusetts limited partnership, filed with this Board its petition for permission to construct, install, erect, occupy, maintain, improve, replace and remove an overhead pedestrian bridge structure across Washington Boulevard, in the location between Clinton Street and Calhoun Street in the City of Fort Wayne, Indiana, more particularly described hereinbelow, ("Bridge"), which Bridge would connect the buildings being constructed on the real estate abutting on either side of Washington Boulevard and would be built in substantial compliance with the plans prepared by Kevin Roche, John Dinkeloo & Associates, as Project 7201 dated October 19, 1977 ("Plans"); and

WHEREAS, the City of Fort Wayne, Indiana ("City") acting by and through its Board of Public Works with the approval of its Mayor, joined in said petition; and

WHEREAS, this Board desires to grant such Petition; and

WHEREAS, this Board now finds and determines that:

1. One Summit Associates is the owner of certain real estate immediately abutting the north side of Washington Boulevard between Clinton Street and Calhoun Street, which said real estate is more particularly described as follows:

> Lots Numbered 186, except for the east 5 feet thereof, 187, 188, 189 and 190 and the vacated alley lying between said Lots Numbered 187 and 188 in the Original Plat of the Town (now City) of Fort Wayne, Allen County, Indiana, according to the recorded plat thereof recorded in the Office of the Recorder of Allen County, Indiana, except certain reservations of air space above the 830 feet elevation above mean sea level over said Lots Numbered 186, except for the east 5 feet thereof, 187 and the east 11 feet of Lot 188 and said vacated alley lying between said Lots Numbered 187 and 188;

on which One Summit Associates is constructing a multi-story office building to be known as One Summit Square.

2. City is the owner of all the real estate immediately abutting the south side of Washington Boulevard between Clinton Street and Calhoun Street, which said real estate is more particularly described as follows:

> Lots Numbered 106, 107, 108, 109, 110, 111 and 112 and the vacated alley lying between said Lots 108 and 109 in Samuel Hanna's First Addition to the City of Fort Wayne, Allen County, Indiana;

on which it is constructing a multi-level parking garage to be known as the Fort Wayne Municipal Parking Garage.

3. The Bridge would connect One Summit Square, on the north side of Washington Boulevard with the Fort Wayne Municipal Parking Garage on the south side of Washington Boulevard in the following described location:

> A part of the Southeast Quarter of Section 2, Township 30 North, Range 12 East, Allen County, Indiana, more particularly described as follows:

Beginning at a point on the north right of way line of Washington Boulevard, 99.3 feet east of the intersection of the north right of way line of Washington Boulevard with the east right of way line of Calhoun Street, in the City of Fort Wayne, Allen County, Indiana; thence east along the north right of way line of Washington Boulevard, a distance of 11 feet; thence south to a point on the north exterior wall of the Fort Wayne Municipal Parking Garage as located on Lot No. 110 in Samuel Hanna's First Addition to the City of Fort Wayne, being a distance of 66.5 feet more or less, said point being 110.3 feet east of the east right of way line of Calhoun Street; thence west along said north exterior wall of the Fort Wayne Municipal Parking Garage, a distance of 11 feet; thence north to the place of beginning, being a distance of 66.5 feet more or less, from 806 feet above sea level to 791 feet above sea level according to the datum shown on the Plans.

4. The Bridge would have a minimum clearance above the crown of the pavement of Washington Boulevard of at least sixteen (16) feet measured in a perpendicular line.

5. One Summit Associates and City, as the respective owners of the above-described parcels of real estate will, upon the completion of these proceedings, become the respective owners of the air space between 806 feet above sea level and 791 feet above sea level according to the datum shown on the Plans, above the abutting parts of Washington Boulevard to the center line thereof.

6. To construct the Bridge, One Summit Associates is in need of a perpetual easement for a column to support the Bridge in, under and on each of the following-described parts of Washington Boulevard, in the City of Fort Wayne, Indiana, to-wit:

Commencing at the northwest corner of Lot Numbered 110 in Samuel Hanna's First Addition to the City of Fort Wayne, Allen County, Indiana, thence east along the north line of said Lot Numbered 110 a distance of 98 feet to the True Point of Beginning; thence continuing east along said north line a distance of 16 feet; thence north a distance of 5 feet; thence west parallel with said north line a distance of 16 feet; thence south a distance of 5 feet to the True Point of Beginning.

And

Commencing at a point on the South line of Lot #189 of the Original Plat of the Town (now City) of Fort Wayne, Indiana, according to the plat thereof, as recorded in the Office of the Recorder of Allen County, Indiana, which is one hundred feet, six and one-half inches East of the Southwest corner of Lot #190 of said addition; thence in a Southerly direction into the public right-of-way known as Washington Boulevard, a distance of five feet, two inches; thence in an Easterly direction parallel to and constantly five feet, two inches South of the South line of Lot #189 of said addition, a distance of eleven feet; thence in a Northerly direction a distance of four feet, two inches; thence in a Westerly direction parallel to and constantly one foot South of the South line of Lot #189 of said addition a distance of three feet; thence in a Northerly direction a distance of one foot to a point on the South line of Lot #189 of said addition, said point being one hundred eight feet, six and one-half inches East of the Southwest corner of Lot #190 of said addition; thence in a Westerly direction along the South line of Lot #189 a distance of eight feet to the point of beginning.

7. The Bridge would not be detrimental to, or inconsistent with, the free use of the easement of the public in Washington Boulevard.

8. The Bridge would be beneficial to the public and contribute to the public safety of the City.

9. The Bridge would relieve congestion and traffic on Washington Boulevard that would necessarily result from the movement of pedestrians across the

surface of Washington Boulevard from One Summit Square to the Fort Wayne Municipal Parking Garage and vice versa.

10. It is in the best interest of the City to grant such Petition.

NOW, THEREFORE, pursuant to the power and authority granted it by the provisions of Section 1, Chapter 168 of the Acts of 1927 of the General Assembly of the State of Indiana, as amended by Section 1, Chapter 10 of the Acts of 1967 of the General Assembly of the State of Indiana [I.C. §18-5-20-1 et seq. and Indiana Statutes Annotated §48-3106 et seq., Burns' 1963 Replacement Volume], BE AND IT IS HEREBY RESOLVED by the Board of Works of the City of Fort Wayne, Indiana, that:

1. This Board grant to One Summit Associates, its successors and assigns, permission to construct, install, erect, occupy, maintain, improve, replace and remove the Bridge across Washington Boulevard, to connect One Summit Square on the north side of Washington Boulevard with the Fort Wayne Municipal Parking Garage on the south side of Washington Boulevard, in the location between Clinton Street and Calhoun Street in the City of Fort Wayne, Indiana, more particularly described in finding paragraph number 3 hereinabove, and in substantial compliance with the Plans.

2. City grant to One Summit Associates, its successors and assigns, a perpetual right of way and easement to construct, install, erect, occupy, maintain, improve, replace and remove the Bridge in the air space as more particularly described in finding paragraph number 3 hereinabove.

3. City grant to One Summit Associates, its successors and assigns, a perpetual easement to construct, install, erect, occupy, maintain, improve, replace and remove a column to support the Bridge in, under and on each of the parts of Washington Boulevard, in the City of Fort Wayne, Indiana, more particularly described in finding paragraph number 6 hereinabove.

4. The rights herein granted are subject to the obligation of One Summit Associates to pay or cause to be paid all costs of construction, installation, erection, occupancy, maintenance, replacement and removal of the Bridge, including repairs necessary to the street and sidewalks below caused by One Summit Associates' exercise of the rights granted herein and its obligation to indemnify, defend, protect and hold City harmless from and against any and all liability, claims, expense, damages, actions and causes of action arising out of One Summit Associates' exercising the rights granted herein.

5. The obligations of One Summit Associates shall be deemed to be obligations running with the above-described real estate upon which One Summit Square is being constructed and, by granting the permission herein requested, City agrees to look only to the then owner of that real estate for the performance of those obligations.

6. No partner of One Summit Associates or of its General Partner, Linnaeus Realty Company, shall be personally liable for the observance or performance

of One Summit Associates' obligations hereunder, all such liability by them being limited to the partnership assets of One Summit Associates.

7. The real estate which may be injuriously or beneficially affected by the Bridge is the real estate on the north side of Washington Boulevard upon which One Summit Square is being constructed, as more particularly described in finding paragraph number 1 hereinabove, and the real estate on the south side of Washington Boulevard upon which the Fort Wayne Municipal Parking Garage is being constructed, as more particularly described in finding paragraph number 2 hereinabove.

8. A public hearing be held on the 30th day of October, 1980 at 3:30 o'clock P.M. in Room 910, City-County Building, Fort Wayne, at which this Board will hear and receive remonstrances from persons interested in or affected by these proceedings, after which this Board will take final action confirming, modifying or rescinding this Resolution, which action shall be final and conclusive on all persons.

9. There be published in the News-Sentinel & Journal-Gazette, a newspaper of general circulation published in the City of Fort Wayne, Indiana, once a week for two consecutive weeks, the second of which shall be upon a date not less than ten (10) days prior to the date of the public hearing set in paragraph 8 above, due notice of the adoption of this Resolution, stating the time,

place and date of said public hearing, that at said public hearing this Board will hear and receive remonstrances from persons interested in or affected by these proceedings, and that afterwards this Board will take final action confirming modifying or rescinding this Resolution, which action shall be final and conclusive on all persons.

Dated this 9th day of October, 1980.

BOARD OF PUBLIC WORKS

Mark L. Akers Chairman

Roberta Anderson Staten Member

Herbert R. Gamache Member

ATTEST:

Sandra E. Kennedy
Clerk for the Board of Works

110

70-7-19 H.I. 10/9/80

STREET LIGHTING RESOLUTION NO. 147-80

CRESTWOOD COLONY ADDITION

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that it is deemed necessary to light, with ornamental street lights and underground wiring, the Crestwood Addition more specifically defined as: Bethany Lane from the west boundary of Crestwood Colony Addition Section I to North Clinton Street, Larch Lane from the West boundary of Crestwood Colony Addition, Section I to Bethany Lane, Bay Tree Drive from Bayberry Drive to Cinnamon Road, Cypress Lane from Bayberry Drive to Redbud Drive, Bayberry Drive from Bethany Lane to Cinnamon Road, Azalea Drive from Bethany Lane to Bayberry Drive, Hackberry Dr. from Bethany Lane to Bayberry Dr, Bittersweet Drive from Larch Lane to Tulip Tree Road, Redbud Drive from Baytree Drive to Cinnamon Road, Sycamore Drive from Bayberry Drive to Redbud Drive, Cinnamon Road from Bittersweet Drive to Red Haw Drive, Butternut Lane from Cinnamon Road to Tulip Tree Road, Mimosa Lane from Cinnamon Road to Tulip Tree Road, Tulip Tree Road from the centerline of section 13 Washington Township to Red Haw Drive, Red Haw Drive from North Clinton Street to the north property line of lot 160 Crestwood Colony Addition, Section I, Magnolia Lane from Tulip Tree Road to Balsam Lane, Palmetto Court, Oleander Court and Balsam Lane from Magnolia Lane to Tulip Tree Road all in accordance with the drawings and specifications on file in the office of the Department of Public Works of said City, and such lighting is now ordered. This improvement is ordered pursuant to I.C. 19-5-24-1 and 10.

A maximum cost of $3.27 per lineal front foot of property shall be assessed upon real estate abutting the above described streets. Corner lots shall be assessed only for the frontage as the property is addressed. The balance of the project cost shall

be assessed upon the City of Fort Wayne, Indiana. Assessments if deferred, are to be in ten (10) equal installments, with interest at the rate of seven (7%) percent per annum. A bond or bonds shall be issued to the contractor in payments of such work, unless the property owners' pay said assessments before said bond or bonds are issued. Under no circumstances shall the City of Fort Wayne, Indiana, be or be held responsible for any sum or sums due from said property owner or owners for said work, or for collection of the same, or for the payment of any bond or bonds, certificate or certificates issued to said contractor in payment for such work, except for such monies as shall have been actually received by the City from the assessments for such lighting, or such monies as said City is by said above entitled act required to pay. All proceedings have and any work done in said lighting assessment of property, collection of assessments and issuance of bonds therefore, shall be provided or in said above entitled act and all amendments thereto and supplemental thereof.

Adopted, this 9 day of October 1980.

Board of Public Works

Attest:
Sandra E Kennedy
Clerk

111

70-6-18 H.I
10/9/80

REHABILITATION OF SEWERS, S.S.E.S.
"SUBSYSTEMS FS, IS, US"
RESOLUTION NO. 352-80

Resolved by the Board of Works of the City of Fort Wayne, State of Indiana, that the rehabilitation of existing local sanitary sewers within part of the south half of Section 33 and the Southwest Quarter of Section 34 Township 31 North, Range 12 East; Section 8 and Section 9, Township 30 North, Range 12 East; is in the best interest of the citizens of Fort Wayne therefore, be and the same is hereby ordered, more particularly described as follows:

SUBSYSTEM FS:

The boundaries of subsystem FS are Illinois Road on the north, Reckeweg Drive and North Glendale Drive on the west, Taylor Street and North Bend Drive on the south and the Junk Ditch on the east.

SUBSYSTEM IS:

The boundaries of subsystem IS are West State Boulevard on the north, Olladale Drive on the west, Spring Street on the south, and the G.R. and I. Railway right-of-way on the east.

SUBSYSTEM US:

The boundaries of subsystem US are Taylor Street and Beadel Street on the north, Ardmore Avenue on the west and the Junk Ditch on the south and east.

The total cost of said sewer improvement shall be paid by funds from the Federal, State and City governmental agencies. The city monies will be appropriated from the Sewer Utility Fund of City Utilities. These monies will be repaid to City Utilities through the adoption, by the Board of Public Works, of a Resolution which will establish for each directly benefitted property owner their respective pro-rate share tap-in fee for said sewer improvement. This resolution shall also include any adjusted connection charge previously established, by the Board of Public Works, for those directly benefitted property owners, under Resolution No. 62-267-18 adopted by the Board of Public Works on September 18, 1975. The pro-rate share tap-in fee for each directly benefitted property owner will not exceed Two Thousand Five Hundred Dollars ($2,500.00) for a period of not less than one (1) year after it is established by the Board of Public Works. After this period of time the Board of Public Works reserves the right to adjust this tap-in fee.

Pursuant to I.C. 19-2-7-1 to 23, any and all property owners owning property outside the corporate limits of the City of Fort Wayne utilizing the sanitary sewer constructed by authority of this resolution does release his or their right to remonstrate against pending or future annexation by the City of Fort Wayne.

ADOPTED THIS 9 DAY OF October, 1980.

BOARD OF PUBLIC WORKS

BY: _____
Mark L. Akers, Chairman

BY: _____
Roberta Anderson Staten, Member

BY: _____
Herbert Gamache, Member

ATTEST:

_____
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Richard I. Snouffer,
Associate City Attorney

Prepared by:

P. R. Boller, P.E.

112

70-41-15 H.I.
11/12/80

SEWER EASEMENT RESOLUTION NO. 205-80
PERMANENT AND TEMPORARY
JUNK DITCH INTERCONNECT INTERCEPTOR
POPLAR RIDGE ADDITION - SECTIONS I and II

For the condemnation of permanent and temporary easements for the purpose to construct, operate, control and maintain a sanitary sewer line along and across a portion of the Southern one-half of Section 6, Township 30 North, Range 12 East; Allen County, Indiana; bounded on the North by the Norfolk and Western Railroad bounded on the west by Interstate 69 (I-69); bounded on the south by Illinois Road, said road also being State Route #14; and bounded on the east by the east property line of Ansley Acres Addition.

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that it is desired and deemed necessary to condemn right-of-way for permanent and temporary easements, purposes to construct, operate, control and maintain a sanitary sewer line along and across a portion of the Southern one-half of Section 6, Township 30 North, Range 12 East; Allen County, Indiana; bounded on the North by the Norfolk and Wester Railroad; bounded on the south by Illinois Road, said road also being State Route #14; and bounded on the east by the east property line of Ansley Acres Addition, and being more particularly described as follows:

I. The following described permanent and temporary easements are located within Poplar Ridge Addition, Section I on Lots 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 32 and 34 as recorded in Plat Book 20, page 52.

Permanent Easement
The east ten (10) feet of the aforementioned lots.

Temporary Easement
A ten-foot-in-uniform width easement lying immediately west of and adjacent to the aforedescribed permanent easement.

II. The following described permanent and temporary easements are located within Poplar Ridge Addition, Section II on Lots 42, 44, 46, 48, 50, 52, 54, 56, 58, 60, 62, 64, 66, 68, 70, 72, 74, and 76 as recorded in Plat Book 22, page 140.

Permanent Easement
The east ten feet of the aforementioned lots.

Temporary Easement
A 15-foot-in-uniform width easement lying immediately west of and adjacent to the aforedescribed permanent easement.

III. The following described temporary easements are located within Poplar Ridge Addition, Section II on Lots 42 and 43 as recorded in Plat Book 22, page 140.

Temporary Easement
The south 10 feet of the aforementioned lots.

IV. The following described temporary easements are located within Poplar Ridge Addition, Section II, on Lots 36, 37, 38, 39, 40, and 41 as recorded in Plat Book 22, page 140.

Temporary Easement
A 10-foot-in-uniform width easement lying immeidately south of and adjacent to an existing 15 foot permanent easement along the north property line of the aforementioned lots.

V. The following described permanent and temporary easements are located within spaces now or formerly owned by Robert A. and G.M. Adams as recorded in Deed Book 531, page 458.

Permanent Easement
The northern 15 feet of the southern 300 feet of the west 15 feet of the aforementioned tract.

Temporary Easement
A 10-foot-in-uniform width easement lying immeidately north of, east of, south of and adjacent to the aforedescribed permanent easement.

VI. The following described permanent and temporary easements are located within spaces now or formerly owned by James E. Harding as recorded on Deed Book 734, pages 555 through 558, Allen County.

Permanent Easement
A 20-foot-in-uniform width easement on said spaces, the centerline of which is described as follows:

Commencing at the southeast corner of lot 11 of Poplar Ridge Addition, Section I, as recorded in Plat Book 20, page 52, Allen County, said point also being in the north right-of-way line of Voetter Drive; thence with said right-of-way line in an easterly direction for a distance of 200.4 feet to a point;

thence continuing easterly by a deflection left of 13 degrees 40 minutes a distance of 40.0 feet to a point; thence continuing easterly by a deflection right of 13 degrees 40 minutes a distance of 126.0 feet to a point of curve at line PR#3 Station 3+23.9; thence continuing with the right-of-way line and a 95 foot radius curve right, a curve distance of 115.5 feet (chord distance of 108.9 feet) to a point of tangency; thence in a southerly direction for a distance of 8.0 feet to the true point of beginning of said easement centerline; thence a deflection left of 55 degrees a distance of 90 feet to a termination point of said easement.

Temporary Easement
A 20-foot-in-uniform width easement being immediately north of, south of and adjacent to the aforedescribed permanent easement.

Permanent Easement
A 20-foot-in-uniform width easement on said spaces, the centerline of which is described as follows:

Commencing at a point in the west property line of Poplar Ridge Addition, Section II, as recorded in Plat Book 22, page 140, Allen County, said point also being in the south right-of-way of Idlebrook Drive and the southwest corner of lot 76; thence north with said west propery line for a distance of 42.27 feet to the true point of beginning of said easement centerline; thence by a deflection left of 132 degrees 30 minutes, a distance of 253 feet to a point; thence by a deflection right of 18 degrees 30 minutes, a distance of 575 feet to a termination point of said easement.

Temporary Easement
A 20-foot-in-uniform width easement being immediately north of, south of and adjacent to the aforedescribed permanent easement.

All according to the method and manner provided for in an Act of General Assembly of the State of Indiana as approved in 1967; more particularly I.C. 18-1-1.5-5 and 14, and I.C. 18-1-7-1 to 11, and the provisions of all acts amendatory thereto and supplemental thereof.

All land affected lies within part of the Southern one-half (1/2) of Section 6, Township 30 North, Range 12 East.

The temporary sewer easement shall expire two (2) years from the date of adoption.

ADOPTED THIS 12 DAY OF November, 1980.

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Herbert Gamache, Member

ATTEST:

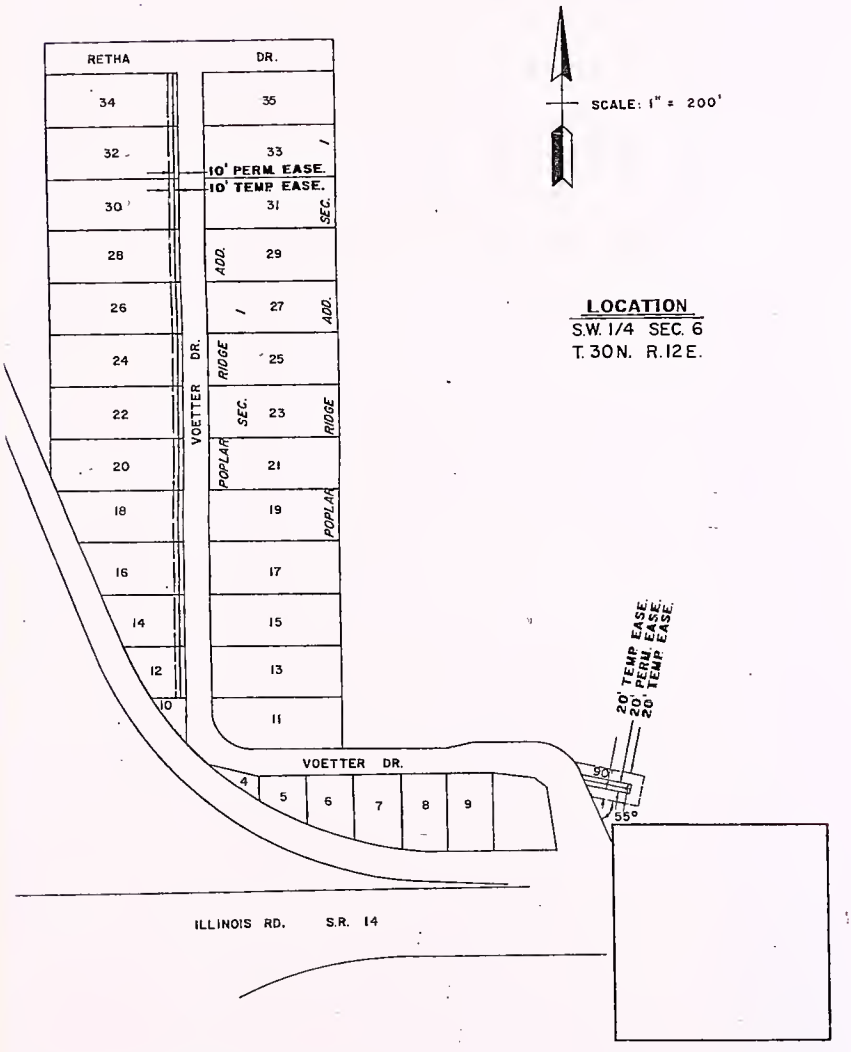
Sandra E Kennedy
Clerk

Reference Sewer Resolution 347-80

Prepared by: P.R. Boller, P.E.

112

JUNK DITCH INTERCONNECT INTERCEPTOR
POPLAR RIDGE ADD. SECTION I
SANITARY SEWER
EASEMENT RESOLUTION NUMBER 205-80
PERMANENT & TEMPORARY EASEMENTS
REF. SEWER RESOLUTION 347-80
SHEET 1 OF 3



LOCATION
S.W. 1/4 SEC. 6
T. 30 N. R. 12 E.

LEGEND

Existing Easement
Proposed Permanent Easement
Proposed Temporary Easement

Phillip R. Boller, L.S. 9846

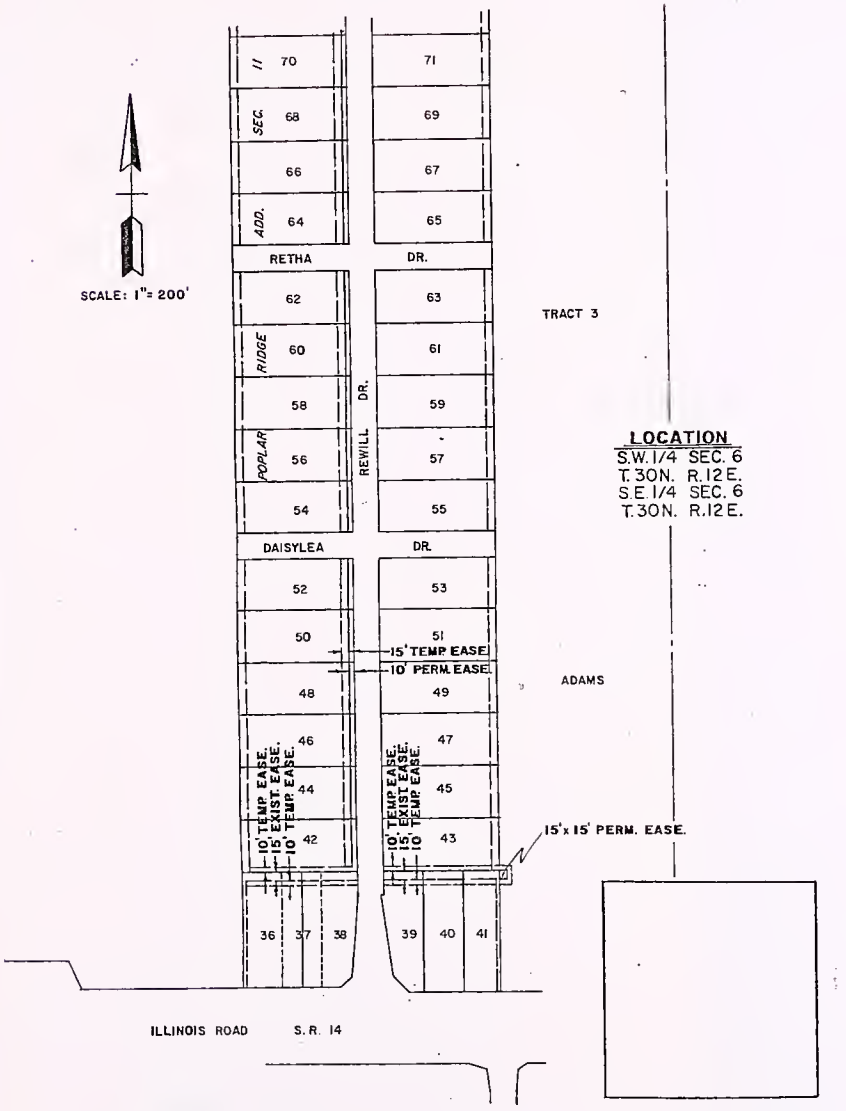
_____, 1980

112

POPLAR RIDGE ADD. SEC. II
SANITARY SEWER

EASEMENT RESOLUTION NUMBER 205-80

PERMANENT & TEMPORARY EASEMENTS
REF. SEWER RESOLUTION 347-80
SHEET 2 OF 3



LOCATION
S.W. 1/4 SEC. 6
T. 30N. R. 12 E.
S.E. 1/4 SEC. 6
T. 30N. R. 12 E.

LEGEND

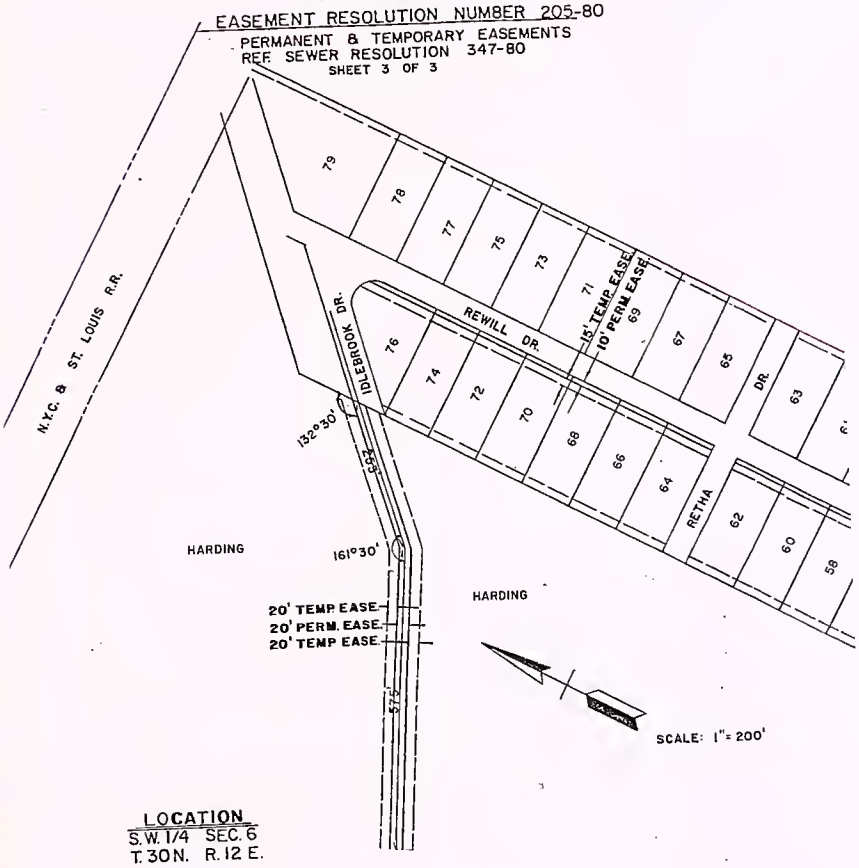
- Existing Easement
- Proposed Permanent Easement
- Proposed Temporary Easement

Phillip R. Beller, L.S. 9846

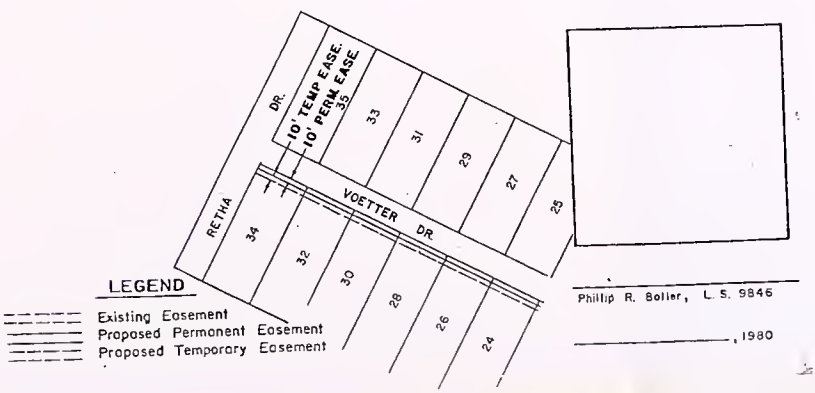
_____, 1980

JUNK DITCH INTERCONNECT INTERCEPTOR
POPLAR RIDGE RD. SECTION 18II
SANITARY SEWER

EASEMENT RESOLUTION NUMBER 205-80
PERMANENT & TEMPORARY EASEMENTS
REF. SEWER RESOLUTION 347-80
SHEET 3 OF 3



LOCATION
S.W. 1/4 SEC. 6
T. 30N. R. 12 E.



LEGEND

Existing Easement
Proposed Permanent Easement
Proposed Temporary Easement

Phillip R. Bollier, L. S. 9846

_____, 1980

70-6-16 H.I
10/9/80

ELMCREST ADDITION SANITARY SEWER
RESOLUTION NO. 350-80

RESOLVED by tbe Board of Public Works of the City of Fort Wayne, Indiana that the construction of a main sewer, which from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said sewer, but it is also intended and adapted for receiving sewage from collateral drains already constructed or whicb bereafter may be constructed, be and the same is bereby ordered.

LATERAL #1

Beginning at an existing manhole located 1465± LF soutb of and 385± LF west of the centerline intersection of Engle Road and Engleridge Drive; thence meandering southerly 1033± LF to a proposed manhole located 220± LF west of and 25± LF nortb of tbe southwest corner of Lot 35 of Elmcrest Addition; thence easterly 380± LF to a proposed manhole located 210± LF nortb of and 15± LF west of the centerline intersection of Ashwood Drive and Elmcrest Drive; thence nortberly along Asbwood Drive 122± LF to a proposed manhole located 15± LF south of the tbe centerline intersection of Ashwood Drive and Elmae Drive; thence meandering easterly along Elmae Drive 943± LF to a proposed manbole located 5± LF soutb of the centerline intersection of Elmae Drive and Tbornley Drive; thence soutberly along Thornley Drive 260± LF terminating at a proposed manhole located 265± LF soutb of and 10± LF east of the centerline intersection of Elmae Drive and Thornley Drive.

LATERAL #2

Beginning at a proposed manhole located 210± LF north of and 15± LF west of the centerline intersection of Asbwood Drive and Elmcrest Drive; thence southerly along Ashwood Drive 362± LF terminating at a proposed cleanout structure located 155± LF south of and 5± LF west of the centerline intersection of Asbwood Drive and Elmcrest Drive.

LATERAL #3

Beginning at a proposed manhole located 5± LF soutb of and 5± LF west of tbe centerline intersection of Asbwood Drive and Elmcrest Drive; thence meandering easterly along Elmcrest Drive 1113± LF to a proposed manbole located 10± LF south of and 35± LF west of the centerline intersection of Elmcrest Drive and Ardmore Avenue; thence southerly along Ardmore Avenue 300± LF terminating at a proposed manbole located 310± LF south of and 35± LF west of tbe centerline intersection of Ardmore Avenue and Elmcrest Drive.

Said sewer sball be 8", 12", and 15" in diameter.

The total cost of said sewer improvement sball be paid by funds from the Federal, State and City governmental agencies. The city monies will be appropriated from the Sewer Utility Fund of City Utilities. Tbese monies will be repaid to City Utilities througb the adoption, by the Board of Public Works, of a Resolution which will establish for each directly benefitted property owner tbeir respective pro-rate share tap-in fee for said sewer improvement. This resolution sball also include any adjusted connection cbarge previously establisbed, by the Board

of Public Works, for those directly benefitted property owners, under Resolution No. 62-267-18 adopted by tbe Board of Public Works on September 18, 1975. The pro-rate share tap-in fee for eacb directly benefitted property owner will not exceed Two Tbousand Five Hundred Dollars ($2,500.00) for a period of not less than one (1) year after it is established by the Board of Public Works. After tbis period of time the Board of Public Works reserves tbe right to adjust tbis tap-in fee.

Pursuant to I.C. 19-2-7-1 to 23, any and all property owners owning property outside tbe corporate limits of tbe City of Fort Wayne utilizing the sanitary sewer constructed by authority of tbis resolution does release his or their rigbt to remonstrate against pending or future annexation by the City of Fort Wayne.

ADOPTED THIS 9 DAY OF October, 1980.

BOARD OF PUBLIC WORKS

BY: _____
Mark L. Akers, Chairman

BY: _____
Roberta Anderson Staten, Member

BY: _____
Herbert Gamache, Member

ATTEST:

_____
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Richard I. Shouffer,
Associate City Attorney

Prepared by:

P. R. Boller, P.E.

114

70-6-15 H.I.
10/9/80

SPRUNGER LIFT STATION ELIMINATION
RESOLUTION NO. 349-80

RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana that the construction of a main sewer, which from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said sewer, but it is also intended and adapted for receiving sewage from collateral drains already constructed or which hereafter may be constructed, be and the same is hereby ordered.

Beginning at an existing manhole located 170± LF south of the centerline intersection of High Street and Tyler Avenue; thence westerly 533± LF to a proposed manhole on Leesburg Road located 90± LF west of and 380± LF north of the centerline intersection Norfolk and Western Railroad and Leesburg Road; thence northwesterly along Leesburg Road 1026± LF to a proposed manhole located 70± LF west of and 5± LF north of the centerline intersection of Leesburg Road and Lansing Avenue; thence northerly 589± LF to a proposed manhole 55± LF west of and 210± LF south of the centerline intersection of Leesburg Road and Spring Street; thence northwesterly 270± LF to a proposed manhole located 20± LF west of and 15± LF north of the centerline intersection of Sprunger Street and Spring Street; thence northerly 25± LF terminating at an existing manhole located 15± LF west of and 40± LF north of the centerline intersection of Spring Street and Sprunger Street.

Said sewer shall be 12" and 24" in diameter.

The total cost of said sewer improvement shall be paid by funds from the Federal, State and City governmental agencies. The city monies will be appropriated from the Sewer Utility Fund of City Utilities. These monies will be repaid to City Utilities through the adoption, by the Board of Public Works, of a Resolution which will establish for each directly benefitted property owner their respective pro-rate share tap-in fee for said sewer improvement. This resolution shall also include any adjusted connection charge previously established, by the Board of Public Works, for those directly benefitted property owners, under Resolution No. 62-267-18 adopted by the Board of Public Works on September 18, 1975. The pro-rate share tap-in fee for each directly benefitted property owner will not exceed Two Thousand Five Hundred Dollars ($2,500.00) for a period of not less than one (1) year after it is established by the Board of Public Works. After this period of time the Board of Public Works reserves the right to adjust this tap-in fee.

Pursuant to I.C. 19-2-7-1 to 23, any and all property owners owning property outside the corporate limits of the City of Fort Wayne utilizing the sanitary sewer constructed by authority of this resolution does release his or their right to remonstrate against pending or future annexation by the City of Fort Wayne.

114

ADOPTED THIS 9 DAY OF October, 1980.

BOARD OF PUBLIC WORKS

BY: _____
Mark L. Akers, Chairman

BY: _____
Roberta Anderson Staten, Member

BY: _____
Herbert Gamache, Member

ATTEST:

_____
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Richard I. Snouffer,
Associate City Attorney

Prepared by:

P. R. Boller, P.E.

70-6-14 H.I.
10/9/80

ANSLEY - LAGRO ADDITION SANITARY SEWER
RESOLUTION NO. 348-80

RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana that the construction of a main sewer, which from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said sewer, but it is also intended and adapted for receiving sewage from collateral drains already constructed or which hereafter may be constructed, be and the same is hereby ordered.

LATERAL #1

Beginning at a proposed manhole located 1270± LF south of and 1450± LF west of the centerline intersection of Illinois Road formerly State Road #14 and Jefferson Boulevard; thence meandering northwesterly 2,409± LF to a proposed manhole located 350± LF east of and 45± LF north of the centerline intersection of Illinois Road formerly State Road #14 and Thomas Road; thence westerly 3,909± LF terminating at a proposed manhole located 70± LF north of and 225± LF west of the centerline intersection of Illinois Road formerly State Road #14 and Sutton Avenue.

LATERAL #2

Beginning at a proposed manhole located 45± LF north of and 10± LF east of the centerline intersection of Illinois Road formerly State Road #14 and Lagro Drive; thence northerly along Lagro Drive 1,600± LF terminating at a proposed cleanout structure located 1,645± LF north of and 10± LF east of the centerline intersection of Illinois Road formerly State Road #14 and Lagro Drive.

LATERAL #3

Beginning at a proposed manhole located 45± LF north of the centerline intersection of Illinois Road formerly State Road #14 and Lawrence Drive; thence northerly along the centerline of Lawrence Drive 300± LF terminating at a proposed manhole located 345± LF north of the centerline intersection of Illinois Road formerly State Road #14 and Lawrence Drive.

LATERAL #4

Beginning at a proposed manhole located 45± LF north of and 15± LF east of the centerline intersection of Ansley Drive and Illinois Road formerly State Road #14; thence northerly 1,700± LF terminating at a proposed cleanout structure located 1,745± LF north of and 15± LF east of the centerline intersection of Ansley Drive and Illinois Road formerly State Road #14.

LATERAL #5

Beginning at a proposed manhole located 15± LF east of and 45± LF north of the centerline intersection of Sutton Avenue and State Road #14; thence northerly along Sutton Avenue 2,550± LF to a proposed manhole located 15± LF south of and 15± LF east of the centerline intersection of Sutton Avenue and Ansley Drive; thence easterly 665± LF to a proposed manhole located 15± LF south of and 680± LF east of the centerline intersection of Sutton Avenue and Ansley Drive;

thence southerly along Ansley Drive 775± LF terminating at a proposed manhole located 1,820± LF north of and 15± LF east of the centerline intersection of Ansley Drive and Illinois Road formerly State Road #14.

Said sewer shall he 8", 12", and 15" in diameter.

The total cost of said sewer improvement shall he paid hy funds from the Federal, State and City governmental agencies. The city monies will he appropriated from the Sewer Utility Fund of City Utilities. These monies will he repaid to City Utilities through the adoption, by the Board of Puhlic Works, of a Resolution which will estahlish for each directly henefitted property owner their respective pro-rate share tap-in fee for said sewer improvement. This resolution shall also include any adjusted connection charge previously estahlished, hy the Board of Puhlic Works, for those directly henefitted property owners, under Resolution No. 62-267-18 adopted hy the Board of Puhlic Works on September 18, 1975. The pro-rate share tap-in fee for each directly benefitted property owner will not exceed Two Thousand Five Hundred Dollars ($2,500.00) for a period of not less than one (1) year after it is estahlished hy the Board of Public Works. After this period of time the Board of Puhlic Works reserves the right to adjust this tap-in fee.

Pursuant to I.C. 19-2-7-1 to 23, any and all property owners owning property outside the corporate limits of the City of Fort Wayne utilizing the sanitary sewer constructed hy authority of this resolution does release his or their right to remonstrate against pending or future annexation hy the City of Fort Wayne.

ADOPTED THIS 9 DAY OF October, 1980.

BOARD OF PUBLIC WORKS

BY: _____
Mark L. Akers, Chairman

BY: _____
Roherta Anderson Staten, Memher

BY: _____
Herbert Gamache, Member

ATTEST:

_____
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Richard 1. Snouffer,
Associate City Attorney

Prepared by:

P. R. Boller, P.E.

70-6-13 H.I 10/9/80

POPLAR RIDGE ADDITION SECTION I & II SANITARY SEWER
RESOLUTION NO. 347-80

RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana that the construction of a main sewer, which from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said sewer, but it is also intended and adapted for receiving sewage from collateral drains already constructed or which hereafter may be constructed, be and the same is hereby ordered.

MAIN LINE

Beginning at an existing manhole located 35± LF north of and 550± LF east of the centerline intersection of Retha Drive and Voetter Drive; thence meandering northeasterly along the ditch 1,115± LF to a proposed manhole located 85± LF south of and 20± LF west of the centerline intersection of Idlebrook Drive and Rewill Drive; thence southerly along Rewill Drive 2,080± LF terminating at a proposed manhole located 370± LF north of and 20± LF west of the centerline intersection of Rewill Drive and State Road #14.

LATERAL #1

Beginning at a proposed manhole located 370± LF north of and 20± LF west of the centerline intersection of Rewill Drive and Illinois Road formerly State Road #14; thence easterly 275± LF terminating at a proposed manhole located 370± LF north of and 255± LF east of the centerline intersection of Rewill Drive and State Road #14.

LATERAL #2

Beginning at a proposed manhole located 370± LF north of and 20± LF west of the centerline intersection of Rewill Drive and Illinois Road formerly State Road #14; thence westerly 125± LF terminating at a proposed cleanout structure located 370± LF north of and 145± LF west of the centerline intersection of Rewill Drive and State Road #14.

LATERAL #3

Beginning at an existing manhole located 35± LF north of and 10± LF west of the centerline intersection of Retha Drive and Voetter Drive; thence southerly along Voetter Drive 1,175± LF terminating at a proposed cleanout structure located 1,140± LF south of and 25± LF west of the centerline intersection of Rehta Drive and Voetter Drive.

LATERAL #4

Beginning at an existing manhole located 235± LF north of and 40± LF east of the centerline intersection of Voetter Drive and Illinois Road formerly State Road #14; thence meandering westerly along Voetter Drive 625± LF terminating at a proposed manhole located 585± LF west of and 260± LF north of the centerline intersection of State Road #14 and Voetter Drive.

Said sewer shall be 8" and 10" in diameter.

The total cost of said sewer improvement shall be paid by funds from the Federal, State and City governmental agencies. The city monies will be appropriated from the Sewer Utility Fund of City Utilities. These monies will be repaid to City Utilities through the adoption, by the Board of Public Works, of a Resolution which will establish for each directly benefitted property owner their respective pro-rate share tap-in fee for said sewer improvement. This resolution shall also include any adjusted connection charge previously established, by the Board of Public Works, for those directly benefitted property owners, under Resolution No. 62-267-18 adopted by the Board of Public Works on September 18, 1975. The pro-rate share tap-in fee for each directly benefitted property owner will not exceed Two Thousand Five Hundred Dollars ($2,500.00) for a period of not less than one (1) year after it is established by the Board of Public Works. After this period of time the Board of Public Works reserves the right to adjust this tap-in fee.

Pursuant to I.C. 19-2-7-1 to 23, any and all property owners owning property outside the corporate limits of the City of Fort Wayne utilizing the sanitary sewer constructed by authority of this resolution does release his or their right to remonstrate against pending or future annexation by the City of Fort Wayne.

ADOPTED THIS 9 DAY OF October, 1980.

BOARD OF PUBLIC WORKS

BY: _____
Mark L. Akers, Chairman

BY: _____
Roberta Anderson Staten, Member

BY: _____
Herbert Gamache, Member

ATTEST:

_____
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Richard I. Shouffer,
Associate City Attorney

Prepared by:

P. R. Boller, P.E.

70-6-12 H.I. 10/9/80

COUNTRY CLUB - LANGFORD OAKS SANITARY SEWER
RESOLUTION NO. 345-80

RESOLVED hy the Board of Public Works of the City of Fort Wayne, Indiana that the construction of a main sewer, which from its size and character is not only intended and adapted for use hy property holders whose property ahuts along the line of said sewer, but it is also intended and adapted for receiving sewage from collateral drains already constructed or which hereafter may be constructed, he and the same is hereby ordered.

LATERAL #6

Beginning at a proposed manhole located 40± LF south of and 10± LF east of the centerline intersection of Taylor Street and Suhurhan Drive; thence meandering northerly along Suhurhan Drive 2353± LF to a proposed manhole located 30± LF south of and 10± LF west of and the centerline intersection of Suhurban Drive and South Bend Drive; thence southwesterly along South Bend Drive 340± LF terminating at a proposed manhole located 250± LF south of and 210± LF west of the centerline intersection of South Bend Drive and Suburhan Drive.

LATERAL #7

Beginning at a proposed manhole located 20± LF south of and 10± LF east of the centerline intersection of Glendale Drive and Fountain Avenue; thence meandering northerly along Fountain Avenue 695± LF to a proposed manhole located 670± LF north of and 10± LF west of the centerline intersection of Fountain Avenue and Glendale Drive; thence westerly 640± LF to a proposed manhole located 670± LF north of and 650± LF west of the centerline intersection of Fountain Avenue and Glendale Drive; thence southerly 250± LF to a proposed manhole located 420± LF north of and 650± LF west of the centerline intersection of Fountain Avenue and Glendale Drive; thence westerly 345± LF to a proposed manhole located 910± LF south of and 15± LF west of the centerline intersection of Sun Valley Drive and Langford Lane; thence northerly along Sun Valley Drive 925± LF to a proposed manhole located 15± LF north of and 15± LF west of the centerline intersection of Sun Valley Drive and Langford Lane; thence westerly along Langford Lane 150± LF terminating at a proposed cleanout structure located 15± LF north of and 165± LF west of the centerline intersection of Sun Valley Drive and Langford Lane.

LATERAL #8

Beginning at a proposed manhole located 670± LF north of and 650± LF west of the centerline intersection of Fountain Avenue and Glendale Drive; thence northerly 885± LF to a proposed manhole located 220± LF north of and 330± LF west of the intersection of VanOrman Drive and Langford Lane; thence easterly 230± LF to a proposed manhole located 220± LF north of and 100± LF west of the centerline intersection of VanOrman Drive and Langford Lane; thence meandering northerly along Fairway Avenue 1265± LF terminating at a proposed manhole located 260± LF south of and 15± LF west of the centerline intersection of Fairway Avenue and South Bend Drive.

LATERAL #9

Beginning at a proposed manhole located 640± LF south of and 15± LF east of the centerline intersection of VanOrman Drive and Langford Lane; thence northerly along VanOrman Drive 620± LF to a proposed manhole located 20± LF south of and 15± LF east of the centerline intersection of VanOrman Drive and Langford Lane; thence northeasterly along Langford Lane 340± LF terminating at a proposed manhole located 160± LF north of and 300± LF east of the centerline intersection of Fountain Avenue and Langford Lane.

LATERAL #10

Beginning at a proposed manhole located 220± LF north of and 330± LF west of the centerline intersection of VanOrman Drive and Langford Lane; thence westerly 155± LF to a proposed manhole located 460± LF south of the centerline intersection of Richland Drive and Westlawn Drive; thence northerly along Westlawn Drive 505± LF to a proposed manhole located 40± LF north of and 15± LF east of the centerline intersection of Richland Drive and Westlawn Drive; thence northeasterly along Richland Drive 300± LF terminating at a proposed manhole located 205± LF north of and 275± LF east of the centerline intersection of Westlawn Drive and Richland Drive.

LATERAL #11

Beginning at a proposed manhole located 40± LF north of and 15± LF east of the centerline intersection of Richland Drive and Westlawn Drive; thence meandering southwesterly along Richland Drive 685± LF to a proposed manhole located 15± LF south of and 15± LF east of the centerline intersection of Richland Drive and Getz Road; thence northerly along Getz Road 300± LF terminating at a proposed manhole located 285± LF south of and 15± LF east of the centerline intersection of South Bend Drive and Getz Road.

LATERAL #12

Beginning at a proposed manhole located 170± LF south of and 15± LF east of the centerline intersection of U.S. 24 and Getz Road; thence south along Getz Road 1269± LF to a proposed manhole located 65± LF north of and 15± LF east of the centerline intersection of South Bend Drive and Getz Road; thence northeasterly along Getz Road 1750± LF terminating at a proposed cleanout structure located 125± LF north of and 140± LF east of the centerline intersection of Northridge Road and South Bend Drive.

LATERAL #13

Beginning at a proposed manhole located 95± LF north of and 15± LF east of the centerline intersection of Bellaire Drive and Getz Road; thence meandering northeasterly along Bellaire Drive 820± LF terminating at a proposed manhole located 135± LF south of and 10± LF west of the centerline intersection of Northridge Road and Bellaire Drive.

LATERAL #14

Beginning at a proposed manhole located 10± LF south of and 285± LF east of the centerline intersection of Northridge Road and Getz Road; thence easterly along Northridge Road 560± LF terminating at a proposed manhole located 10± LF south of and 295± LF east of the centerline intersection of Bellaire Drive and Northridge Road.

Said sewer shall be 8" and 10" in diameter.

The total cost of said sewer improvement shall he paid by funds from the Federal, State and City governmental agencies. The city monies will he appropriated from the Sewer Utility Fund of City Utilities. These monies will he repaid to City Utilities through the adoption, hy the Board of Puhlic Works, of a Resolution which will establish for each directly henefitted property owner their respective pro-rate share tap-in fee for said sewer improvement. This resolution shall also include any adjusted connection charge previously established, hy the Board of Puhlic Works, for those directly henefitted property owners, under Resolution No. 62-267-18 adopted hy the Board of Puhlic Works on Septemher 18, 1975. The pro-rate share tap-in fee for each directly henefitted property owner will not exceed Two Thousand Five Hundred Dollars ($2,500.00) for a period of not less than one (1) year after it is estahlished hy the Board of Puhlic Works. After this period of time the Board of Public Works reserves the right to adjust this tap-in fee.

Pursuant to I.C. 19-2-7-1 to 23, any and all property owners owning property outside the corporate limits of the City of Fort Wayne utilizing the sanitary sewer constructed hy authority of this resolution does release his or their right to remonstrate against pending or future annexation by the City of Fort Wayne.

ADOPTED THIS 9 DAY OF October, 1980.

BOARD OF PUBLIC WORKS

BY: _____
Mark L. Akers, Chairman

BY: _____
Roherta Anderson Staten, Memher

BY: _____
Herbert Gamache, Memher

ATTEST:

_____
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Richard 1. Shouffer,
Associate City Attorney

Prepared hy:

P. R. Boller, P.E.

341-80

70-28-21 H.I. 10/29/80

84-021350

1984 AUG 31 PM 3:22 ALLEN COUNTY RECORDER
Virginia L Young

SEWER EASEMENT RESOLUTION NO. 201-80
PERMANENT AND TEMPORARY

GLENWOOD PARK LIFT STATION

For the condemnation of permanent and temporary easements for the purpose to construct, operate, control, and maintain a santiary sewer line along and across a portion of the Northwest Quarter of Section 33, Township 31 North, Range 13 East; bounded on the North by Vance Avenue; bounded on the East by Maxim Drive; bounded on the South by Village of Buckingham, Addition 1; bounded on the West by Rockwood Drive.

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that it is desired and deemed necessary to condemn right-of-way for permanent and temporary easements, purposes to construct, operate, control, and maintain a sanitary sewer line along and across a portion of the Northwest Quarter of Section 33, Township 31 North, Range 13 East; bounded on the North by Vance Avenue; bounded on the East by Maxim Drive; bounded on the South by the Village of Buckingham Addition, Section 1; bounded on the West by Rockwood Drive; more particularly described as follows:

I. The following described permanent and temporary easements are located within space now or formerly owned by C. Curtis and Delois J. Smith, as recorded by instrument number 72-22446.

Permanent Easement
Beginning at the Northeast corner of Lot 21 in the Village of Buckingham Section 1, as recorded in Plat Book 43, pages 134-140; thence North 01 degrees 15 minutes 14 seconds East, on a line parallel with the West line of said subdivision, a distance of 170.8 feet; thence north 89 degrees 10 minutes 30 seconds West, a distance of 15 feet; thence South 01 degrees 15 minutes 14 seconds West, a distance of 170.8 feet; thence South 89 degrees 10 minutes 30 seconds East a distance of 15 feet to the point of beginning.

Temporary Easement
A 15-foot-in-uniform width easement lying immediately west of and adjacent to the aforedescribed permanent easement.

All according to the method and manner provided for in an Act of the General Assembly of the State of Indiana as approved in 1967; more particularly I.C. 18-1-1.5-5 and 14 and I.C. 18-1-7-1 to 11, and the provisions of all acts amendatory thereto and supplemental thereof.

DULY ENTERED FOR TAXATION
AUG 31 1984
Gloria J. Gaughin 7.00 C
AUDITOR OF ALLEN COUNTY

All land affected lies within part of the Northeast Quarter of Section 33, Township 31 North, Range 13 East.

The Temporary Sewer Easement shall expire two (2) years from the date of adoption.

ADOPTED THIS 29 DAY OF October, 1980.

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Herbert Gamache, Member

ATTEST:

Clerk Sandra E. Kennedy

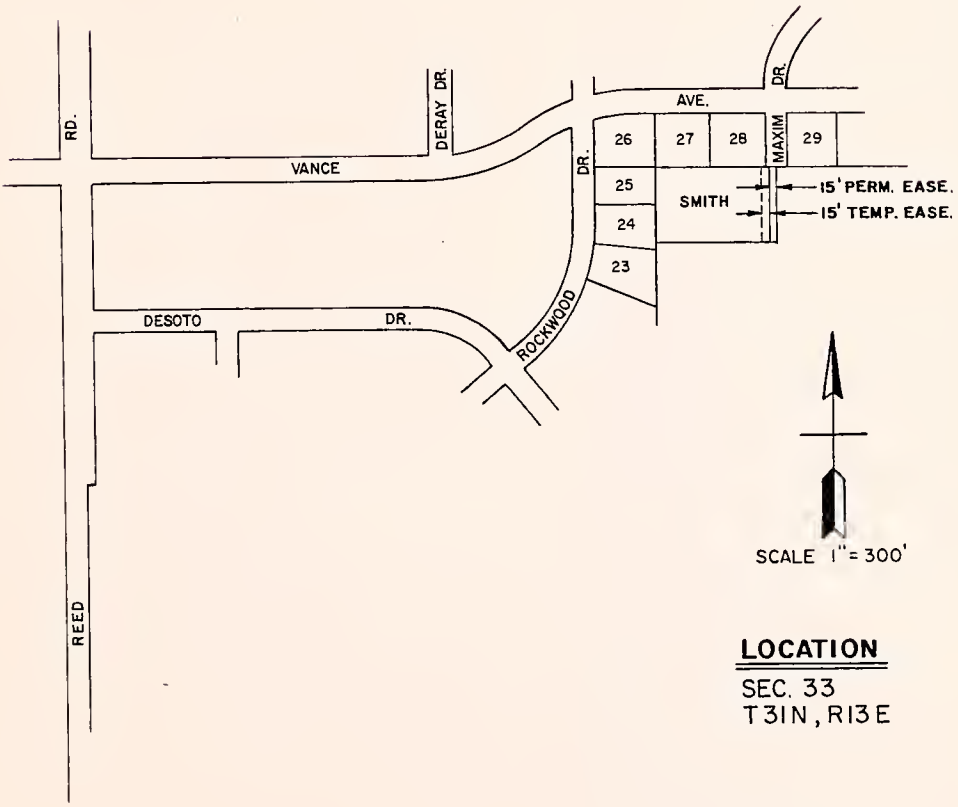
Reference Sewer Resolution 339-80

Prepared by: P.R. Boller, P.E.

120

GLENWOOD PARK LIFT STATION
SANITARY SEWER
EASEMENT RESOLUTION NUMBER 201 - 80

PERMANENT & TEMPORARY EASEMENTS
REF. SEWER RESOLUTION 339 - 80



LOCATION

SEC. 33
T3IN, R13E

LEGEND

Existing Easement
Proposed Permanent Easement
Proposed Temporary Easement

Phillip R. Boller, L.S. 9846

October 22, 1980

Form 1929

70-3-14 H.I 10/1/80

Improvement Resolution

FOR CURB AND SIDEWALK

No. 5891 - 1980

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by constructing totally new curbs and sidewalks where needed on both sides of West Oakdale Drive from South Wayne to Fairfield.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid as follows:

Sidewalks	75% Property Owner	25% City
Curbs	50% " "	50% "

Adopted, this 1st *day of* October, 1980

ATTEST:

Sandra E Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

CALHOUN PRESS

80-025755

70-2-9 H.I 10/1/80

AGREEMENT FOR SEWER EXTENSION

S-133-80 10-28-80

1980 NOV 13 AM 11:33 ALLEN COUNTY RECORDER Virginia A. Young

THIS AGREEMENT, made in triplicate this 19th day of September, 1980, by and between Richard G. Snyder, hereinafter referred to as "Developer", and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "City",

W I T N E S S E T H:

WHEREAS, the Developer desires to construct a sanitary sewer described as follows:

Description of 8 inch Sanitary Sewer Lines within Kingstown Village, Phase I.

Description of Sanitary Sewer Main #1:
An 8 inch line commencing at an existing manhole located 40 foot east of the center line of Maplecrest Road and 235 foot north of the north right-a-way line of Bridlewood Drive, thence continuing easterly a distance of 195 feet to Manhole #1 as Station 1+95, said manhole being located north of and adjacent to the north right-a-way line of Pickwick Road; thence continuing easterly 215 feet to Manhole #2 at Station 4+10, said manhole being located 5 feet north of the north right-a-way line of Pickwick Road; thence continuing easterly a distance of 280 feet to Manhole #3 at Station 6+90, said manhole being located plus or minus 18 foot southeast of the east right-a-way line of Pickwick Road; thence continuing northeasterly a distance of 150 feet to Manhole #4 at Station 8+40, said manhole being located plus or minus 20 feet east of the east right-a-way line of Pickwick Road; thence continuing northwesterly a distance of 170 feet to Manhole #5 at Station 10+10, said manhole being located plus or minus 20 foot north of the north right-a-way line of Copperfield Drive; thence continuing westerly a distance of 220 feet to Manhole #6 at Station 12+30, said manhole being located plus or minus 5 feet north of the north right-a-way line of Copperfield Drive; thence continuing northwesterly a distance of 130 feet to Manhole #7 at Station 13+70, said manhole being located plus or minus 15 foot east of the east right-a-way line of Copperfield Run; thence continuing westerly a distance of 150 feet to a clean out located at Station 15+20, said clean out being located 73 feet west of the west right-a-way line of Copperfield Drive. This ends description of Sanitary Sewer Main #1.

Description of Sanitary Sewer Lateral #1. Commencing at the above referenced Manhole #1 at Station 1+95, thence north a distance of 150 feet to a clean out, said clean out being located 150 foot north of the north right-a-way line of Pickwick Road. This ends description of Sanitary Sewer Lateral #1.

Description of Sanitary Sewer Lateral #2. Commencing at the above referenced Manhole #1 at Station 1+95, thence southeasterly a distance of 150 feet to a clean out, said clean out being located plus or minus 77 foot south of the south right-a-way line of Pickwick Road. This ends description of Sanitary Sewer Lateral #2.

Commencing at the above referenced Manhole #2 at Station 4+10, thence north a distance of 150 feet to a clean out, said clean out being located 155 feet north of the north right-a-way line of Pickwick Road. This ends description of Sanitary Sewer Lateral #3.

DULY ENTERED FOR TAXATION
NOV 10 1980
Gloria J. Goeglein
AUDITOR OF ALLEN COUNTY

Call Ken - 7061

C 8.50

Description of Sanitary Sewer Lateral #4. Commencing at the above referenced Manhole #2 at Station 4+10, thence southeasterly a distance of 140 feet to a clean out at Station 1+40, said clean out being located plus or minus 5 foot west of the west right-a-way line of Thamesford Drive. This ends description of Sanitary Sewer Lateral #4.

Description of Sanitary Sewer Lateral #5 commencing at the above referenced Manhole #3 at Station 6+90 and southeasterly a distance of 110 feet to a clean out at Station 1+10, said clean, thence being located plus or minus 130 foot southeast of the east right-a-way line of Pickwick Road. This ends description of Sanitary Sewer Lateral #5.

Description of Sanitary Sewer Lateral #6. Commencing at the above referenced Manhole #4 at Station 8+40 thence continuing northeasterly at a distance of 115 feet to clean out at Station 1+15, said clean out being located plus or minus 135 foot northeast of the east right-a-way line of Pickwick Road. This ends description of Sanitary Sewer Lateral #6.

Description of Sanitary Sewer Lateral #7. Commencing at the above referenced Manhole #5 at Station 10+10, thence continuing northerly at a distance of 85 feet to a clean out at Station 0+85, said clean out being located plus or minus 105 foot north of the north right-a-way line of Copperfield Drive. This ends description of Sanitary Sewer Lateral #7.

in accordance with plans, specifications and profiles heretofore submitted to the City and now on file in the office of the Chief Engineer of the Water Pollution Control Utilities of the City, and known as Kingstown Village Phase I which plans, specifications, profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the Developer has an interest, but also an adjoining land areas.

WHEREAS, the cost of construction of said sewer is represented to be $37,150.00

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

The Developer shall cause said sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by the City, under private contract to be let within sixty (60) days after requisite City approval. All work and materials shall be subject to inspection by City and the right of City to halt construction if there shall be noncompliance therewith. Said sewer shall not be deemed permanently connected into the sewer system of City until final acceptance by City. Upon completion, said sewer shall become the property of City and City shall accept sewage therefrom, subject to such sewage service charges as may now or hereafter be regularly established by City, and all further maintenance thereafter shall be borne by City.

2. COST OF CONSTRUCTION

The Developer agrees to pay the entire cost and expense of construction of said sewer, in cash, including City engineering and inspection fees, and to

hold the City harmless from any liability for claims connected therewith.

3. AREA OF DEVELOPER

Said sewer when accepted by the City will serve the following described real estate: 17.2 acres located within the N.W. 1/4 of the N.W. 1/4 of Section 15, T.31N.; R.13E., Allen County, Indiana - See Exhibit "A".

As the Developer will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged by the City for connections to City sewer mains and treatment of sewage therefrom.

4. AREA CONNECTION CHARGES

The acreage assessment for the parcel shall be based upon 17.2 acres less the acreage in the streets at 2.86 acres, and less the park acreage at 0.93 acres, or a net assessable acreage 13.41. The 13.41 acres at $484.85 per acre equals an assessment of $6,501.84.

5. BOND

This contract is subject to Developer furnishing a satisfactory Maintenance Bond for twenty-five percent (25%) of the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by the City.

6. LIMITATION ON USE

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

7. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

The Developer, for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of any territory now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof. Pursuant to Burns Indiana Statutes Anno. I.C. 19-2-7-16, 17 & 18.

In further consideration and to induce City to execute and ratify this contract, said Developer, for himself, his successors and assigns, agrees by this contract to vest in City the permanent right at its discretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance the said real estate described in Article 3 herein.

Developer further agrees that any deeds, contracts, or other instruments of conveyance made by the Developer, its successors or assigns transferring or conveying any interest in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article which provisions shall run with the land and the acceptance of the delivery of any such instruments from the Developer, his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser, and their successors in title.

The Developer further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of City as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of City who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their, or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of such land or of the territory in which it is located or of the area served by said sewer.

8. GOVERNING STATUTE

It is the intention of the parties hereto to utilize and take advantage of and apply to this Agreement the provisions of Sections 16, 17, and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (Refer to I.C. 19-2-7-16, 17 and 18), the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

9. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly appointed Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

DEVELOPER:

Richard G. Snyder

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Richard G. Snyder, who acknowledged the execution of the foregoing agreement for sewer extension, as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 19th day of September, 1980.

Notary Public, Cathy A. Fitzgerald
Resident of Allen County, Indiana

My Commission Expires:

May 1, 1983

This instrument prepared by
P. R. Boller, P.E.
Chief Water Pollution Control Engineer

CITY OF FORT WAYNE

By: _____
Winfield Moses

BOARD OF PUBLIC WORKS

By: _____
Mark L. Akers, Chairman

By: _____
Herbert R. Gamache, Member

By: _____
Roberta Anderson-Staten, Member

ATTESTED BY:

Sandra E. Kennedy, Clerk

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this 1st day of October, 1980, personally appeared the within named Winfield Moses, MAYOR: Mark L. Akers, CHAIRMAN: Herbert R. Gamache, AND Roberta Anderson-Staten, MEMBERS, of the Board of Public Works, City of Fort Wayne, Indiana, and Sandra E. Kennedy, Clerk of the Board of Public Works, to me personally known, who being by me duly sworn, said that they are respectively the members and clerk of the Board of Public Works of the City of Fort Wayne, Indiana and acknowledged said Agreement to be their voluntary act and deed of said department of said City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name affixed my official seal.

Notary Public ANNE Fox
Resident of Allen County

My Commission Expires:

3-6-84

Approved as to Form and Legality:

R. D. Snouffer

This document prepared by Philip R. Boller, P.E.

12

EXHIBIT "A"

LEGAL DESCRIPTION OF KINGSTOWN VILLAGE, PHASE I,
A DEVELOPMENT IN THE WEST HALF OF SECTION 15,
TOWNSHIP 31 NORTH, RANGE 13 EAST,
ALLEN COUNTY, INDIANA

Part of the Northwest quarter of Section 15, Township 31 North, Range 13 East, Allen County, Indiana, more particularly described as follows: Beginning at the Northwest corner of the Northwest quarter of Section 15, Township 31 North, Range 13 East; thence South 00 degrees 24 minutes 02 seconds East along the West line of the said Northwest quarter, said line also being the centerline of Maplecrest Road, a distance of 575.82 feet; thence South 84 degrees 23 minutes 16 seconds East a distance of 514.66 feet; thence South 82 degrees 46 minutes 20 seconds East a distance of 447.44 feet to the Northwest corner of Lot #320 in Hillsboro, Section III, a subdivision in the aforesaid Section, Township and Range; thence proceeding Southerly along the West boundary of Hillsboro, Section III, by the following described courses: South 13 degrees 18 minutes 16 seconds East a distance of 317.86 feet; thence South 03 degrees 52 minutes 28 seconds East a distance of 59.34 feet; thence South 02 degrees 12 minutes 42 seconds West a distance of 148.22 feet; thence South 26 degrees 20 minutes 42 seconds West a distance of 50.88 feet to the Northeast corner of Lot #158 in Hillsboro, Section II, a subdivision in the aforesaid Section, Township, and Range; thence leaving the Hillsboro, Section III boundary and proceeding Westerly along the North boundary of Hillsboro, Section II by the following described courses: South 48 degrees 00 minutes 32 seconds West a distance of 48.04 feet; thence South 61 degrees 49 minutes 47 seconds West a distance of 72.12 feet; thence South 68 degrees 03 minutes 52 seconds West a distance of 63.00 feet; thence South 75 degrees 19 minutes 31 seconds West a distance of 139.10 feet; thence North 05 degrees 54 minutes 20 seconds West a distance of 20.55 feet; thence South 84 degrees 05 minutes 20 seconds West a distance of 171.08 feet; thence South 05 degrees 54 minutes 40 seconds East a distance of 25.00 feet; thence South 86 degrees 35 minutes 17 seconds West a distance of 537.96 feet to the Northwest corner of Hillsboro, Section II, said point being situated on the West line of the Northwest quarter of Section 15 aforesaid; thence leaving the Hillsboro, Section II, boundary and proceeding North 00 degrees 24 minutes 02 seconds West along the West line of the Northwest quarter of said Section 15 a distance of 847.91 feet to the point of beginning containing 17.20 acres more or less and subject to a right-of-way easement over the Westerly portion thereof for Maplecrest Road and all other easements of record.

I, Mark L. Strong, hereby certify that I am a Land Surveyor licensed in compliance with the laws of the State of Indiana, and that this plat correctly represents a survey completed by me March 12, 1980; that all markers shown thereon actually exist and that their location, size, type, and material are accurately shown. Said lots are numbered 1 thru 43, both inclusive.

Mark L. Strong
Registered Land Surveyor

12

14

Council Oct 14, 1980

Memorandum

To BOARD OF PUBLIC WORKS Date 25 September 1980

From P.R. Boller , P.E., Chief Water Pollution Control Engineer

Subject KINGSTOWN VILLAGE - PHASE I - SANITARY SEWER

COPIES TO:

B. Shininger

File

BOARD OF PUBLIC WORKS
SEP 23 1980

NOTED
☐ H.L.A.
☐ R.A.S.
☐ H.R.G.
Date

Attached for your and councilmanic approval is subject Sewer Extension Agreement. Once this Agreement has been approved by the Board and the City Council, it should be transmitted to this office for recording. At that time, the sewer construction permit will be transmitted to the Board.

Since construction will take place completely on the property owned by the developer, a 25% maintenance bond will be required to acceptance.

P.R. Boller, P.E.
Chief Water Pollution Control Engineer

PRB/bs/ns

Attachments

70-2-9 10/1/80

FRONT

FRONT

Wednesday, October 1, 1980

Department of Public Works
Office of the Board
Room 910, City County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, H.R. Gamache,
R.A. Staten
Sandra Kennedy.

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and order sent to the Department of Finance.

3. Received private sidewalk applications:

Approved and permits issued.

816 and 822 Aurora Knoll Lane ---Holida Homes
200 E. Oarrow ----------Michael Kinder
2157 Edgehill ----------Roto-Rooter
2445 Fairfield ----------Creative Reconst.
1704 Kenwood ----------Star Homes, Inc.
1414 Lumbard ----------Harold McComb
803, 806, 807, 818,, 811, 909,
915 and 1019 Larch Lane ----Holida Homes
6332 Thaxton Place ----------Holida Homes
6316 and 6320 Wood Rim Run ------Holida Homes

4. Received street cut applications:

Approved and permits issued.

4029 Bowser----------C.U.		
3930 Bowser	---	C.U.
3316 Brooklyn (prkstrp)	---	"
3505 Brooklyn (prkstrp)	---	"
605 Curdes (prkstrp)	---	"
2215 Fillmore	---	"
1202 S. Harrison	---	Lenninger Excav.
818 - 822 E. Jefferson (prkstrp)	---	J & G Water & Sewer
1725 Kentucky (prkstrp)	---	C.U.
Kenwood & Buena Vista (prkstrp)	---	"
Northside & Curdes (prkstrp)	---	"
Oswego & Vance (prkstrp)	---	"
1200 Park	---	"
4112 Patrick Lane (prkstrp)	---	"
4117 Patrick Lane (prkstrp)	---	"
2825 Pinewood	---	"
2100 St. Marys & Florence	---	Kearby, David
5510 Standish (prkstrp)	---	C.U.
908 W. Third (prkstrp)	---	"
Vance & Leroy	---	"
Vance & Anthony	---	"
1711 E. Washington (prkstrp)	---	"
1200 L. Huntington Rd.	---	NIPSCO
414 E. Taber	---	"
Cox / 5901 Fairfield	---	"
1900 S. Anthony	---	"
2718 Euclid	---	"
2315 Winter	---	"
1520 E. Creighton	---	"
Logan & Holly	---	"
1902 S. Anthony	---	"
2308 New Haven	---	"
1130 S. Calhoun	---	"
1209 Rudisill	---	"
4434 Weisser Pk.	---	"
1927 E. State (alley)	---	"
214 & 216 W. Jefferson (alley)	---	"

5. Received driveway applications:

Approved and permits issued

131D Applewood ----------A. D. Delagrange
816 Aurora Knoll Ln.-----Holida Homes
822 Aurora Knoll Ln.-----Holida Homes
5D2 W. Berry ------------Simerman Const.
8D3 Larch Lane ----------Holida Homes
806 Larch Lane ----------Holida Homes
8D7 Larch Lane ----------Holida Homes
811 Larch Lane ----------Holida Homes
818 Larch Lane ----------Holida Homes
9D9 Larch Lane ----------Holida Homes
915 Larch Lane ----------Holida Homes
4822 South Wayne --------Ned Keener Const.
5904 E. State -----------Meister Development
6332 Thaxton Pl. --------Holida Homes
1DD E. Washington--- Hagerman Const. Co.
6316 Wood Rim Run -------Holida Homes
632D Wood Rim Run -------Holida Homes

6. RESOLUTION NO. 7D-2-6:

Approved.

WHEREAS, Scott's Foodlane, Inc. has petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public alley situated in Fort Wayne, Allen County, to-wit:

Commencing at the Southwest corner of Lot #8 in the Trentman and Wagner's Addition to the City of Fort Wayne, allen County, Indinaa, thence inan easterly direction on and along the South boundary lines of said lot 8 and lot 9 in said addition a distance of 83 feet; thence in a southerly direction parallel with Sherman Street, etc.

7. Received Contract, Guaranty and Liability Bonds of Gateway Construction Company in the amount of $24,592.25 prepared by the Street Enginering Department signed by State Auto Mutual Insurnace Company for Resolution No. 5887-8D for LaREZ IMPACT AREA, Phase III - B.

Approved.

Ordered sent to the Common Council on Tuesday, October 14, 1980 at 8:00 p.m.

8. Received Contract, Guaranty and Liability Bonds of Hipskind Asphalt Corporation in the amount of $87,D50.75 prepared by the Street Engineering Department signed by Trinity Universal Insurance Company for Resolution No. 5889-8D for resurfacing as designated on the following streets: MADISON, BRANDRIFF, PRINCE, PHILIP WAY, CDRONET DRIVE, MAJESTIC LANE AND FRICKE AVENUE.

Approved.

Ordered sent to the Common Council on Tuesday, Dctober 14, 1980 at 8:00 p.m.

9. Received Agreement for Sewer Extension by and between Richard G. Snyder and the City of Fort Wayne, Indiana, for the construction of a sanitary sewer within KINGSTOWN VILLAGE, Phase I.

Approved. A true copy is here

Drdered sent to the Common Council on Tuesday, October 14, 1980 at 8:00 p.m.

11. Received Change Order No. 1 of Biggs Electrical Cosntruction, Inc. in the amount of $82.00 prepared by the Street Lighting Engineering Oepartment for Street Lighting Resolution No. 142-80 NEBRASKA PHASE V.	Approved. Ordered sent to the Common Council on Tuesday, October 14 1980 at 8:00 p.m.
1. Received Change Order #1 of Rieth-Riley Construction Company, Inc. in the amount decreased $4.30 prepared by the Street Engineering Department covered by Resolution No. 5878-80 for the construction of alley running between Crestwood and Sunset Drive from Crestwood Drive to the east property line of Lot #41 of Southwood Park Addition, Section "C".	Approved.
12. Received invoice of Biggs Electrical Construction, Inc. in the amount of $14,035.85 approved by the Street Lighting Enginering Oepartment covering street lighting for Resolution No. 142-80.	Approved and ordered paid from Community Oevelopment and Planning Funds.
13. Received invoice #2 of Brooks Construction Company, Inc. in the amount of $29,238.00 approved by the Street Engineering Oepartment covering Resolution No. 5824-78 - INTERSTATE INDUSTRIAL Park.	Approved and ordered paid from 402-128-129-4265.
14. Received Curb and Sidewalk Resolution No. 5891-80, final plans, estimate, specifications and property ownership list prepared by the Street Engineering Oepartment for constructing totally new curbs and sidewalks where needed on both sides of West Oakdale Orive from South Wayne to Fairfield.	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Property Owners on October 10 and 17, 1980. Hearing on Confirmation Thursday, October 30, 1980 at 3:30 p.m. Mail notices on October 17, 1980.
15. Received a request from Hagerman Construction Company to barricade the south lane of Washington going west (by Parking Garage) starting October 9, 1980 to October 23, 1980 from 7:00 a.m. to 4:00 p.m. PURPOSE: Installing sidewalk.	Approved and permit issued.
16. Received a request from Mrs. Ross Adair, 813 Three Rivers Apt. North, for permission to have meters hooded on north side of the 400 block of Berry Street from Fairfield to Ewing on Wednesday, October 15, 1980 from early morning till 2:30 p.m. PURPOSE: Parking for dignitaries attending Prayer breakfast.	Approved and permit issued.
17. Received Assessment Roll of Benefits and Oamages prepared by the Water Pollution Control Engineering Department for Sewer Easement Resolutions #170, 176, 177, 178, 179, 180, 181, 182, 183, 184 and 185-80 for ST. JOE INTERCONNECT INTERCEPTOR SEWERS.	Approved and Board finds that amount of damages to each property listed on said roll are equal to the amount of $1.00 each and the assessment of said benefits and damages are so ordered. NOTICES to be served October 17, 1980. HEARING ON CONFIRMTION OF ASSESSMENT ROLL Thursday, October 30, 1980 at 2:00 p.m.

Meeting adjourned at 10:15 a.m.

ATTEST:

Sandra E Kennedy
Clerk

BOARD OF PUBLIC WORKS

Thursday, October 2, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, H.R. Gamache,
R.A. Staten
Sandra Kennedy

1. HEARING ON CONFIRMATION:

Declaratory Improvement Resolution No. 1439-1980 for the condemnation of a permanent easement for the building of a dike on part of SW 1/4 Sec. 3 T 30N R 12E lying east of Lots #9 and #10, J.O. Brown's Addition Extended.

CONFIRMED.

Ordered the Street Engineering Department to prepare Assessment Roll of Benefits and Damages

Meeting adjourned at 4:35 p.m.

BOARD OF PUBLIC WORKS

ATTEST:

Sandra E Kennedy
Clerk

Thursday, October 9, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, H.R. Gamache,
R.A. Staten
Sandra Kennedy

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received sidewalk applications:

Approved and permits issued.

904 Aurora Knoll Ln. ----------Holida Homes
2502 Broadway ---Creative Reconstruction
814 Larch Lane ---Holida Homes
827 Larch Lane ---Holida Homes
1516 Sinclair ---Geo. Hilton Const.
1520 Sinclair ---Geo. Hilton Const.
1421 Spring ---Lauer Const.
2318 So. Wayne ---Fenner Const.
6324 Woodrim Run ---Holida Homes

4. Received driveway applications:

Approved and permits issued.

2305 Broadway at W. Creighton ---Toscos Concrete
4801 Indiana ----------Ft. Wayne Reg. Voc. Ctr.
1429 Louisedale ----------Affordable Homes
4012, 4029 and 4030 Patrick Lane-Affordable Homes
3510 Shoaf Park River Dr.---------A/D Const. Co.
4112 Patrick Lane ----------Affordable Homes
7216 Snowfall Court----------Worthman Homes
4700 S. Anthony ----------Kunberger Assoc.

5. Received plat of Lima Valley, Section 2 submitted and approved by the City Plan Commission.

Approved.

6. Received Water Main Improvement Resolution No. 1023-80, final plans, estimate, specifications and property ownership list prepared by the Water Engineering Department for construction of water main in and along ORLANDO DRIVE between Sharon Drive and State Highway #3 (Lima Road) 2016± L.F. of 6: Water Main.

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Property Owners October 17 and 24, 1980.

Hearing on Confirmation Thursday, November 6, 1980 at 3:30 p.m.

Mail notices on October 24, 1980.

7. Received invoice #14 of Shambaugh & Son, Inc. in the amount of $15,198.10 approved by Consulting Engineers, McNamee, Porter and Seeley and Director of Water Resources covering work on Contract 77-W-3 Water Works Improvements - St. Joseph Dam and Pump Station.

Approved and ordered invoice paid by City Utilities.

Also ordered the amount of $799.20 paid to Shambaugh Escrow Account at Fort Wayne National Bank.

Payments are to be made from the Water Utility Fund.

8. Received invoice #20 of Hagerman - Shambaugh, joint bidders, in the amount of $811,948.85 approved by McNamee, Porter and Seeley, Consulting Engineers, and the Oirector of Water Resources covering work on Contract 77-W-2 - Water Works improvements Filtration Plant Additions.

Approved and ordered paid by City Utilities.

Also ordered the amount $42,734.15 paid to Hagerman-Shambaugh Escrow at Fort Wayne National

Payments are to be made the Water Utility Fund.

9. RESOLUTION NO. 70-6-9:

Approved.

WHEREAS, Robert K. Waldren, III, John V. Stiltner and Oavid A. Kearby have petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public street situated in Fort Wayne, Allen County, to-wit:

Beginning at the southeast corner of Lot 12 in Arnold's Suburban Addition to the City of Fort Wayne; thence west along the southerly line of said Lot 12 a distance of 201.7 feet to a point; thence South 90 degrees a distance of 65 feet to a point on the northern line of Lot 13 in Arnold's Suburban Addition to the City of Fort Wayne; thence East along the Northern line of said Lot 13 a distance of 201.7 feet to the Northeast corner of said Lot 13; thence North 90 degrees a distance of 65 feet to the point of beginning.

10. Received Sewer Resolution No. 341-80, final plans, specifications, estimates prepared by the Water Pollution Control Engineering Department for JUNK OITCH INTERCONNECT INTERCEPTOR.

Approved and adopted. A copy is incorporated here

Advertise Notice to Property Owners October 17 and 24th

Hearing on Confirmation Thursday, October 30, 19 3:30 p.m.

No mailing of notices.

11. Received Sewer Resolution No. 342-80, COVINGTON ROAO-COUNTRY CLUB ADDITION SANITARY SEWER.

SAME AS #10.

12. Received Sewer Resolution No. 345-80, COUNTRY CLUB-LANGFORO OAKS SANITARY SEWER.

SAME AS #10.

13. Received Sewer Resolution No. 347-80, POPLAR RIDGE AOOITION SECTIONS I & II SANITARY SEWER.

SAME AS #10.

14. Received Sewer Resolution No. 348-80, LAGRO AODITION SANITARY SEWER.

SAME AS #10.

15. Received Sewer Resolution No. 349-80, SPRUNGER LIFT STATION ELIMINATION.

SAME AS #10.

16. Received Sewer Resolution No. 350-80, ELMCREST AOOITION SANITARY SEWER.

SAME AS #10.

17. Received Sewer Resolution No. 351-80, WESTWOOD AOOITION SANITARY SEWER.

SAME AS #10.

18. Received Sewer Resolution No. 352-80, REHAB. OF SEWERS SSES SUBSYSTEMS FS, IS, US.

SAME AS #10.

19. Received Street Lighting Resolution No. 147-80, final plans, estimate, specifications and property ownership list prepared by the Street Lighting Engineering Oepartment covering ornamental street lighting on CRESTWOOD COLONY AODITION.

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Property Owners October 17 and 24, 1980.

Hearing on Confirmation Thursday, November 6, 1980 at 3:30 p.m.

Mail notices on October 24, 1980.

20. Received Oeclaratory Resolution No. 1441-80, final plans and property ownership list prepared by the Street Engineering Oepartment for construction of an overhead pedestrian bridge structure across Washington Boulevard in the location between Clinton Street and Calhoun Street in the City of Fort Wayne, Indiana, more particularly described as "8RIOGE".

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Property Owners, October 13 and 20, 1980.

Hearing on Confirmation, Thursday, October 30, 1980 at 3:30 p.m.

21. Received invoice #1 of 8ercot, Ind. in the amount of $61,153.92 approved by the Water Pollution Control Engineering Department covering Sewer Resolution No. 309-79 - Harber Ditch Sanitary Sewer Phase III.

Approved and ordered sent to City Utilies for payment in the amount of $61,153.92.

Also ordered the amount of $6,794.88 paid to Bercot, Inc. Escrow Account at Indiana Bank & Trust Company.

Payments are to be made from the Water Pollution Control Utility Fund.

22. Received Special Sewer Permit for A. O. Delagrange Const., Inc. prepared and approved by the Water Pollution Control Engineering Oepartment to construct a sanitary sewer known as Kinder Care - Shoaff Park River Drive. 25% Maintenance 8ond is to be furnished at time Completion Affidavit is filed.

Approved and permit issued.

23. Received Contract, Guaranty and Liability Bonds of Wayne Asphalt & Construction Company in the amount of $43,394.25 prepared by the Street Engineering Oepartment signed by United States Fidelity & Guaranty for Resurfacing Resolution No. 5888-80 all in 3rd Councilmanic Oistrict.

Approved.

Ordered sent to the Common Council on Tuesday, October 28, 1980 at 8:00 p.m.

24. Received Water Contract No. 1021-80 and Liability Bonds of Butler & Butler Corp., Inc. prepared by the Water Engineering Department with Reliance Insurance Company for installation of a six inch water main on Kelmar Orive from Mason Drive eastward 664 ± L.F.

Approved.

Ordered sent to the Common Council on Tuesday, October 28, 1980 at 8:00 p.m.

25. Received Chage Order #1 of L. W. Dailey, Inc. in the amount of $9,746.50 approved by the Street Engineering Department covering work on Resolution No. 5882-80 Oxford Phase V.

Approved and ordered sent to the Common Council on Tuesday, October 28, 1980 at 8:00m.

26. Received invoice of Rieth-Riley Const. Co., Inc. in the amount of $7,694.99 approved by the Street Engineering Department covering Resolution No. 5880-80 LaRez Improvement, Phase III. INVOICE #1.	Approved and ordered sent to Community Development and Planning for payment.
27. Received invoice #1 of L. W. Dailey, Inc. in the amount of $31,608.00 approved by the Street Engineering Department covering Resolution No. 5885-80 Hanna-Creighton, Phase IV - B.	Approved and ordered sent to Community Development and Planning for payment.
28. Received invoice #70-10-210-01-25 of McNamee Porter and Seeley in the amount of $26,954.79 for engineering services for General and Resident Engineering for Water Works Improvements in accordance with Contract between City and the Engineers dated December 7, 1970 and Amendment No. 1 dated March 30, 1977.	Approved and ordered paid from City Utilities from the Water Utility Fund.
29. Received petition for the installation of curbing at 924 Pasadena Drive.	Approved. Ordered the Street Engineering Department to investigate and report. Board Order No. 112-80.
30. Received inspection report and Primary Assessment Roll prepared by the Water Pollution Control Engineering Department for Sewer Resolution No. RANCHWOOD SANITARY SEWER PHASE I - Resolution No. 307-79.	Primary Assessment Roll approved. Advertise Notice of Assessment October 17 and 24, 1980. Hearing on Confirmation of Assessment Roll Thursday, November 6, 1980 at 2:00 p.m. Notices to be mailed on October 24, 1980.
31. Received invoice of Rieth-Riley Const. Co., Inc. in the amount of $2,370.81 (City's share) approved by the Street Engineering Department for Alley Resolution No. 5878-80 - alley between Crestwood and Sunset Drive.	Approved and ordered paid from MVH Funds.
32. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit from Graber Homes with Guaranty Bond in the amount of $25,000 signed by The Cincinnati Insurance Company for Woodmont Oaks Sanitary Sewer.	Approved. Ordered acceptance letter.
33. Received invoice of Rieth-Riley Const. Co., Inc. in the amount of $4,075.29 approved by the Street Engineering Department covering Resolution No. 5867-80 Kenwood Avenue curbing. This is City's share - property owners share is $2,495.81.	Approved and ordered paid from MVH Fund.

34. Received invoice of Brooks Const. Company, Inc. in the amount of $9,180.00 approved by the Street Engineering Department covering work on Resolution No. 5859-80 for work performed on Davis Street Brick restoration project.

Approved and ordered paid from MVH Funds.

35. Received inspection report from the Street Engineering Department and Completion Affidavit of Wayne Asphalt and Construction Company, Inc. with Guaranty Bond in the amount of $7,450.00 signed by United States Fidelity and Guaranty Company for POINT WEST DRIVE, PHASE I and II - West Wind Apartments.

Approved and ordered acceptance letter written.

36. Received a request from Galbreath/Turner, 347 W. Berry, for permission to barricade Washington between Clinton and Calhoun on Saturday. October 11, 1980 from 6:30 a.m. to 9:00 a.m.
PURPOSE: Install waklway between parking garage.

Approved and permit issued.

37. Received a request from Bercot-Gibson Const. Co., 6015 Huguenard Rd., for permission to barricade in front of 4521 Investment Drive on October 13, 1980 and October 14, 1980 from 8:00 a.m. to 5:00 p.m.
PURPOSE: Emergency Sewer Repair.

Approved and permit issued.

38. Received a request from Allen County Board of Commissioners, 200 City-County Building, for permission to barricade both ends of Court Street on Monday, October 13, 1980 for 24 hours.
PURPOSE: Allow repair of Court House Dome.

Approved and permit issued.

39. Received a request from Thoms Woodard (Kings & Queens Motocycle Club) 1532 S. Anthony, for permission to hold a parade on Sunday, October 12, 1980 from 1:00 p.m. to 2:30 p.m. Route to be traveled: 1513 S. Anthony to Washington to Main terminating at Lindenwood Cemetary - 2324 W. Main.
PURPOSE: Memorial Service.

Approved and permit issued.

40. Received a request from Bonnie Andrews, 1215 McCulloch, for permission to barricade the 1100 block of Chute - Lewis to Summit on Saturday, October 18, 1980 from 12:00 Noon to 6:00 p.m.
PURPOSE: Block party.

Approved and permit issued.

41. Received a request from Calvary Temple, 1400 W. Washington Road, for permission to barricade Wayne Street between Clinton and Barr Street on Saturday, October 18, 1980 from 8:00 a.m. to 5:00 p.m.
PURPOSE: To protect children while loading and unloading buses for festival in area.

Approved and permit issued.

42. Received request from Lincoln National Bank & Trust Company, 116 E. Berry, for permission to barricade Freimann Square from just west of park sidewalk east to Barr on Oct. 24, 1980 to Monday, Oct. 17, 1980.
PURPOSE: Lincoln Bank 10,000 meter run on Sunday October 26, 1980.

Approved and permit issued.

43. Received a request from Lincoln National Bank & Trust Company (Karen Cameron) 116 E. Berry, for permission to barricade Main Street from Harrison to Lafayette on Sunday, October 26, 1980 from 1:30 p.m. to 2:15 p.m. PURPOSE: Lincoln Bank 10,000 Meter Run.

Approved and permit issued.

44. Received a request from Lincoln National Bank & Trust Company and Fort Wayne Track Club, 116 E. Berry Street, for permission to hold a parade on Sunday, October 26, 1980 from 2:00 p.m. to 3:30 p.m. Route to be traveled: Main Street near Freiman Square - Main, Clay, Columbia, Edgewater, Delta, Garfield, Forest Park, East Drive, West Drive, Lake, California, Ver,ont, Kentucky, Sallie, St. Joe Blvd., and Main Street.

Approved and permit issued.

Meeting adjourned at 10:4[illegible]

ATTEST:

Sandra E. Kennedy
Clerk

Wednesday, October 15, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular me4ting held at 9:00 a.m.

M.L. AKERS, H.R. GAMACHE, R. A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, H.R. Gamache
Sandra Kennedy

1. Received purchase orders from the Auditor of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Oepartment of Finance.

3. Received driveway applications: — Approved and permits issued.

904 Aurora Knoll Lane ----------Holida Homes
1006 & 1010 Ferguson ----------Zumbrum Const.
1833 Clover Lane ----------Arthur Tilbury
814 and 827 Larch Lane ----------Holida Homes
1908 N. Highland Blvd. ----------R.O. Sowers
7803 Tendall Ct. ----------A. O. Oelagrange
924 Ventura Lane ----------Khien & Muoi T. Nguyen
6324 Wood Rim Run ----------Holida Homes

4. Received private sidewalk application: — Approved and permit issued.

4801 Indiana ----------Ft. Wayne Reg. Voc. Ctr.

5. Received street cut applications: — Approved and permits issued.

2414 Alma (prkstrp)	---	C.U.
359 W. Baker (prkstrp)	---	"
800 Easton Dr. (prkstrp)	---	"
1614 Edenton (prkstrp)	---	"
2157 Edgehill (prkstrp)	---	Roto-Rooter
1116 Francis (prkstrp)	---	C.U.
Fulton - S/ Strugis (prkstrp)	---	"
So.r/w from Reckeweg Rd. to Thomas Rd.	---	Gen. Tele.
No. r/w of W. Jefferson - 540' E / Reckeweg Rd.	---	"
1908 Lavern (prkstrp)	---	C.U.
1429 Louisedale "	---	"
2812 Nordholme "	---	"
333 Pasadena "	---	"
4011, 4012, 4017, 4018, 4023, 4024, 4029, 4030, 4102, 4105, 4111, 4118 and 4121 Patrick Lane (prkstrp)	---	"
6918 Peachwood Ct. (prkstrp)	---	"
200 E. Superior	---	IRC Plumb. & Heating
1931 E. Washington	---	C.U.
1404 E. Wayne (prkstrp)	---	"
5204 Webster (alley)	---	"

2419 Gay --------- NIPSCO
2009 Franklin - "
202 W. Washington - "
1212 Summit - "
5912 E. State - "
1901 Emerson - "
912 W. Jefferson - "
1131 Grant - "
3519 S. Washington- "
619 Franke Park Or. "
1718 Vermont - "
So. side of Pontiac alley
bet. Winter & Lillie--- Gen. Tele.
717 Oavis - Shambaugh & Son

6. Received plat of Summerfield, Section II approved and submitted by the City Plan Commission. — Approved.

7. Received plat of Summerfield, Section III approved and submitted by the City Plan Commission. — Approved.

8. In the matter of Sewer Resolution No. 310-80 PHASE I - St. Joe Interconnect Interceptor on which bids were received on September 9, 1980 and contracts were awarded conditionally on September 24, 1980, the Board now awards contract. — AWARD contract to ROCCO [illegible] COMPANY AT AND FOR THEIR [illegible] THE AMOUNT OF $3,059,065. [illegible] subject to EPA approval [illegible] subject to Councilmanic ap[illegible]

9. In the matter of Sewer Resolution No. 310-80 PHASE II - St. Joe Interconnect Interceptor on which bids were received on September 9, 1980 and contracts were awarded conditionally on September 24, 1980, the Board now awards contract. — AWARD contract to BUSCH, [illegible] at and for their bid in the amount of $1,256,596.25 s[illegible] to EPA approval and subject councilmanic approval.

10. In the matter of Sewer Resolution No. 310-80 PHASE III - St. Joe Interconnect Interceptor on which bids were received on September 9, 1980 and contracts were awarded conditionally on September 24, 1980, the Board now awards contract. — AWARO contract to JOE R. [illegible] at and for their bid in the amount of $2,055,834.60 su[illegible] to EPA approval and subject councilmanic approval.

11. In the matter of Sewer Resolution No. 310-80 PHASE IV - St. Joe Interconnect Interceptor on which bids were received on September 9, 1980 and contracts were awarded conditionally on September 24, 1980, the Board now awards contract. — AWARO contract to ROCCO [illegible] COMPANY at and for their [illegible] amount of $2,485,490.00 su[illegible] to EPA approval and subject councilmanic approval.

12. In the matter of Sewer Resolution No. 311-80 RANCHWOOO SANITARY SEWER on which bids were received on September 9, 1980 and contracts were awarded conditionally on September 24, 1980, the Board now awards contract. — AWARD contract to L. W. [illegible] INC. at and for their bi[illegible] amount of $552,568.20 subje[illegible] to councilmanic approval a[illegible] approval.

13. In the matter of Sewer Resolution No. 312-80 CONCORDIA GARDENS SANITARY SEWER on which bids were received on September 9, 1980 and contracts were awarded conditionally on September 24, 1980, the Board now awards contract. — AWARO contract to Weitzel [illegible] struction Company at and [illegible] their bid in the amount of [illegible] $914,484.00 subject to [illegible] approval and councilmanic approval.

14. In the matter of Sewer Resolution No. 313-80 MAROEGO - MANDEGO - LIMBERLOST Sanitary Sewer on which bids were received on September 9, 1980 and contract was conditionally awarded on September 24, 198D, the Board now awards contract. — AWARD contract to Earth [illegible] and Engineering, Inc. at [illegible] their bid in the amount [illegible] $526,350.80 subject to EPA and councilmanic approval.

15. In the matter of Sewer Resolution No. 314-80 Phases I and II - WATERSWOLDE, NORTHWOOD PARK, ROUSSEAU SUBOIVISION, HOLLYWOOD GARDENS, MAYFIELD PLACE AND BEVERLY HEIGHTS SANITARY SEWERS on which bids were received on September 9, 1980 and contracts were conditionally awarded on September 24, 1980, the Board now awards contract.	AWARD contracts as follows: PHASE I to Earth Construction & Engineering, Inc. for $806,316.05 and PHASE II to BERCOT, INC. for $706,091.50 subject to EPA and Councilmanic approvals.
16. In the matter of Sewer Resolution No. 315-80 ALDALE ACRES & OAU'S SUBURB AOO. on which bids were received on September 9, 1980 and contract was conditionally awarded on September 24, 1980, the Board now awards contract.	AWARO contract to EARTH CONSTRUCTION & ENGINEERING, INC. at and for their bid in the amount of $316,059.50 subject to EPA and Councilmanic approvals.
17. In the matter of Sewer Resolution No. 316-80 CINDERELLA VILLAGE SANITARY SEWER on which bids were received on September 9, 1980 and contract was conditionally awarded on September 24, 1980, the Board now awards contract.	AWARO contract to EARTH CONTRUCTION & ENGINEERING, INC. at and for their bid in the amount of $376,681.35 subject to EPA and Councilmanic approvals.
18. In the matter of Sewer Resolution No. 317-80 AUER & McADAMS HIGHLAND GROVE on which bids were received on September 9, 1980 and contract was conditionally awarded on September 24, 1980, the Board now awards contract.	AWARO contract to JOHN HARTMAN CONTRUCTION COMPANY at and for their bid in the amount of $151,737.40 subject to EPA and Councilmanic approvals.
19. In the matter of Sewer Resolution No. 318-80 PUMP STATION ELIMINATION on which bids were received on September 9, 1980 and contract was conditionally awarded on September 23, 1980, the Board now awards contract.	AWARD contract to PERRY EXCAVATORS, INC. at and for their bid in the amount of $143,423.75 subject to EPA and Councilmanic approvals.
20. In the matter of Sewer Resolution No. 319-80 NORTHCREST PUMP STATION ELIMINATION on which bids were received on September 9, 1980 and contract was conditionally awarded on September 23, 1980, the Board now awards contract.	AWARD contract to PERRY EXCAVATORS, INC. at and for their bid in the amount of $218,942.50 subject to EPA and Councilmanic approvals.
21. In the matter of Sewer Resolution No. 320-80 PATTON TRAILER SANITARY SEWER on which bids were received on September 9, 1980 and contract was conditionally awarded on September 23, 1980, the Board now awards contract.	AWARO contract to SCHEIDLEMAN EXCAVATING, INC. at and for their bid in the amount of $57,690.00 subject to EPA and Councilmanic approvals.
22. In the matter of Sewer Resolution No. 321-80 REHABILITATION OF SEWERS SSES SUBSYSTEM BS, CS, NS, OS on which bids were received on September 9, 1980 and contract was conditionally awarded on September 23, 1980, the Board now awards contract.	AWARO contract to T - G EXCAVATING, INC. at and for their bid in the amount of $169,846.00 subject to EPA and Councilmanic approvals.
23. Received invoice #1 of L. W. Dailey, Inc. in the amount of $50,759.63 approved by the Street Engineering Department covering work on Resolution No. 5871-80 - Progress, Ley and Lima Road Intersection.	Approved and ordered paid from LRS Account #4331.
24. Received Special Sewer Permit for Bercot-Gibson, Inc. prepared and approved by the Water Pollution Control Engineer and Performance Bond of Bercot-Gibson, Inc. to construct reroute of existing combination sewer for Future Parking Garage for Lutheran Hospital in Fort Wayne, Indiana.	Approved and permit issued. Board Order No. 114-80.

25. Received Special Sewer Permit for North Eastern Investments, Inc. prepared and approved by the Water Pollution Control Engineer for the construction of sanitary and storm sewers known as Summerfield Section II. 25% Maintenance 80nd is to be furnished at time the contractor files his Completion Affidavit.

Approved and permit

26. Received Change Order #1 of Gateway Contruction Company in the amount of $6,406.99 for Resolution No. 5884-80 Oxford Phase V- 8.

Approved and ordered to the Common Council on Tuesday, October 28, 19 at 8:00 p.m.

27. Received invoice of Clyde E. Williams & Assoc., Inc. in the amount of $1,900.53 approved by the Street Engineering Department for professional services in accordance with Nov. 6, 1978 engineering agreement and Jan. 18, 1979 letter of authorization regarding CRESCENT AVENUE. Services 8-4-80 thru 8-30-80.

Approved and ordered paid by LRS Account #

28. Received invoice of Clyde E. Williams & Assoc., Inc. in the amount of $1,623.38 approved by the Street Engineering Department for professional services in accordance with November 6, 1978 engineering agreement and Jan. 18, 1979 letter of authorization regarding LAKE AVENUE. Services 8-4-80 thru 8-30-80.

Approved and ordered paid by LRS Account #

29. Received invoice of Robert L. Kelley for appraising, inspecting and photographing abandoned vehicles for August, September and October, 1980 in the amount of $845.00.

Approved and ordered pa from Abandoned Vehicles Account (Junk Cars).

30. Received invoice of Hipskind Concrete Corp. in the amount of $24,564.60 prepared by the Street Engineering Department covering work on Resolution No. 5876-80 - Hanna-Creighton, Phase IV.

Approved and ordered pa by Community Developme and Planning.

31. Received Water Contract 800S prepared by the Water Engineering Department for the construction of water main on Fernhill (12") connecting between Wells Street and Northrup Avenue. Agreement is between P.F.D. Enterprises and the Fort Wayne Water Utility.

Approved.

32. Received invoice #11 of Moellering Construction Company, Inc. in the amount of $79,212.65 (30%) share approved by Butler Fairman Seufert, Inc. and Street Engineering Department covering work on Ewing - Fairfield - Wells Street Bridge to cover period from August 27, 1980 to September 30, 1980.

Approved and ordered pa LRS Account #307.

33. Received invoice of Rieth-Riley Const. Co., Inc. in the amount of $598.91 approved by the Street Engineering Department covering work on Resoluton No. 5861-80 Whitegate Dr.

Approved and ordered pa from MVH Fund.

34. Received invoice #4 of Spears-Dehner, Inc. in the amount of $61,796.70 approved by the Street Engineering Department covering work on Resolution No. 5856-79 - Dike along St. Marys and St. Joseph Rivers and Spy Run Creek.

Approved and ordered pa Account 402-134-480-4

Also pay Spears-Dehner, crow Account at Lincol Bank the maount of $

35. Pursuant to report from the City Utilities Auditing Department listing unpaid Revenue Miscellaneous Accoutns - Write-offs as per list submitted: WATER: $3,780.35 and SEWER: $2,416.24 (total $6,196.59).

Approved.

36. Received invoice of Biggs Electrical Const., Inc. in the amount of $20,036.90 approved by the Street Lighting Engr. Department covering work on Street Lighting Resolution No. 142-80 - NEBRASKA NEIGHBORHOOO, PHASE V.

Approved and ordered paid by Community Development and Planning.

37. Received Assessment Roll of Benefits and Damages prepared by the Street Engineering Department for Declaratory Resolution No. 1439-80 for condemnation of a permanent easement for the building of a dike on part of SW ¼ Sec. 3, T 30 N, R 12 E, lying east of Lot #9 and #10 J.O. Brown Add. Extended.

Approved. Board finds that the amount of damages and benefits are equal to the amount of $1.00 and assessment of said benefits and damages are so ordered.
NOTICES TO BE SERVEO October 24, 1980.
Hearing on Confirmation of Assessment Roll Thursday, November 6, 1980 at 3:30 p.m.

38. Sewer Resolutions for Junk Oitch Area Sewer Improvements Nos. 341-80, 342, 345, 347, 348, 349, 350, 351 and 352-80 inclusive.

Advertise Notice to Contractors on October 17 and 31, 1980 and November 7, 1980.

Receive bids on Tuesday, Oecember 2, 1980 at 9:00 a.m.

Sewer Engineering Department is to prepare bid documents.

Meeting adjourned at 10:15 a.m.

ATTEST: Sandra E Kennedy
Clerk

BOARO OF PUBLIC WORKS

Thursday, October 16, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, R. A. State
Sandra Kennedy

1. HEARING ON CONFIRMATION:

Sewer Easement Resolution No. 186-1980 for Spy Run Interconnect Interceptor. (Sewer 323-80).

CONFIRMED.

Ordered the Water Pol... Control Engineering Dep... ment to prepare Assess... Rolls of Benefits and Damages of $1.00 each.

2. HEARING ON CONFIRMATION:

Sewer Easement Resolution No. 187-80 for Highview Park - Edgewood Park. (Sewer 323-80).

SAME AS #1.

3. HEARING ON CONFIRMATION:

Sewer Easement Resolution No. 188-80 for Spy Run Interconnect Interceptor - Elkridge Addition. (Sewer 325-80).

SAME AS #1.

4. HEARING ON CONFIRMATION:

Sewer Easement Resolution No. 189-80 for Neuhaus Interconnect Interceptor, Phase I Pierce Park. (Sewer 323-80).

SAME AS #1.

5. HEARING ON CONFIRMATION:

Sewer Easement Resolution No. 190-80 for Neuhaus Interconnect Interceptor, Phase II Westgate - Washington Heights. (Sewer 328-80).

SAME AS #1.

6. HEARING ON CONFIRMATION:

Sewer Easement Resolution No. 191-80 for Neuhaus Interconnect Interceptor, Phase III Feichter's - Leesburg Addition. (Sewer 329-80).

SAME AS #1.

7. Received petition for the installation of ornamental street lighting on Roberta Drive from Salem Lane to Ashcroft Drive.

Approved and ordered the Street Lighting Engineering Department to investigate and report.

Board Order No. 116, 1980.

8. Repeal Street Lighting Maintenance Contract for RESOLUTION NO. 146-80 awarded in error to Biggs Electrical Company, Inc. on September 17, 1980 (69-168-5). Contract awarded to T & F Construction Corp. of Indiana.

Approved.

Ordered Street Lighting Engineering Department to prepare contract awarding contract to T & F Construction Corporation of Indiana.

Meeting adjourned at 5:50 p.m.

ATTEST:

Sandra E Kennedy
Clerk

BOARD OF PUBLIC WORKS

Tuesday, October 21, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, R. A. State
Sandra Kennedy

1. Received purchase orders from the Auditor of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Fi

3. Received private sidewalk applications: — Approved and permits issu

2424 Fairfield ----------Tomei Const.
210 E. Foster Parkway ---------J. O. Haggenjos
1931 Gladstone ----------Keener Const.
2213 Hensch ----------A.M. Tilbury
2615 L. Huntington Rd. --------Robt. E. Crosby, Inc.

4. Received street cut applications: — Approved and permits issu

1436 S. Anthony (prkstrp) ---------C.U.
6500 Ardmore (prkstrp) - "
2822 Barnhart (prkstrp) - "
347 W. Berry - "
431 W. Berry - "
Berry & Court - "
3611 Chancellor (prktrp) - "
Clinton & Fourth - "
Cortland & ARcher (prkstrp) - "
814 Eliza (prkstrp) -J & G Water - Sewer
3715 Elmhurst (prkstrp) -C. U.
3723 Elmhurst (prkstrp) - "
Fillmore, N. of Covington (prkstrp)- "
Freeman, N. of Covington (prkstrp)- "
1801 Gruber -Diplomat Sewer & Drain
1202 S. Harrison -C.U.
617 Huffman - "
4521 Investment -Bercot - Gibson
1405, 1410 and 1505 Louisedale (prkstrp)- C.U.
1114 McKee (prkstrp) - "
Meridian & ARcher (prkstrp) - "
402 Millside Ct. - "
1132 Oak (prkstrp) - "
4122 Patrick Lane (prkstrp) - "
4005 Patrick Lane (prkstrp) - "
Park Ave. W. at Broadway - "
3818 Parkhill - "
6730 Penmoken (prkstrp) - "
2934 Plaza (prkstrp) - "
1120 Polk (prkstrp) - "
(alley) S/o Pontiac bet. Winter & Lillie - Gen. Tel.
2523 Priscilla Lane (prkstrp) - C.U.
Reed Rd. & Eastwick - "
Short & Archer (prkstrp) - "
1108 E. Pontiac - Troy Wilson
1916 W. State - C.U.
Strathmore N/Banks (prstrp) - "
5110 Tyrone Rd. (prkstrp) - "
3015 Vance - "
2517 Warsaw (prkstrp) - "

2200 Blk. Warsaw	---C.U.
1906 Webster	--- "
600 W. Wildwood (3)	---Bercot-Gibson
8032 Winchester Rd. (prkstrp)	---C.U.
4100 Woodstock (prkstrp)	--- "
826 ARcher	---NIPSCO
1005 Wildwood	--- "
4011 Vail Ct.	--- "
814 Eliza	--- "
809 Taylor	--- "
3310 Fairfield (prkstrp)	--- "
911 Maumee	--- "
Berry E/ Clinton	--- "
1429 Oakland (alley)	--- "
4720 Fairfield	--- "
2817 Overland	--- "
4322 Holton (prkstrp)	--- "
5019 Webster	--- "
(alley) Warren bet. New Haven and Wayne Trace	---Gen. Tele.

5. Received driveway applications: Approved and permits issued.

1615 Cherokee Rd. ---------- Ned Keener Const.
210 E. Foster Parkway ---------- J. O. Haggenjos
2603 Nordholme Ave. ---------- Ned Keener Const.

Received the following bids on the SPY RUN INTERCONNECT INTERCEPTOR RESOLUTIONS as follows:

	Res. No. 323-80	Res. No. 324-80	Res. No. 325-80	Res. No. 326-80	Res. No. 327-80	Res. No. 328-80	Res. No. 329-80
EXC. --		672,777.80			702,436.05	498,593.25	439,949.30
INC. --		464,888.60	202,150.75	294,980.00	576,208.00	400,086.25	348,416.50
--	1,213,802.00						
L. W.--							380977.50
--	1,248,586.90	541,056.60	197,650.00		624,762.90	416,853.60	369,399.75
CONST. --			201,802.10		639,710.25	468,284.85	426,220.00
SERV. --						387,910.00	340,330.00
--			209,115.50				
--		610,390.00					
--							358,600.00
--			266,499.50				385,987.75
--	1,493,925.00				686,184.50		
--					493,596.00	456,987.00	
--	1,390,900.00	660,387.50	242,896.50		563,820.00	477,670.00	445,632.50
--	1,460,660.00	991,600.00	351,160.00		874,530.00	674,055.00	638,270.00
--							330,295.45
--						536,787.20	467,168.04
--		538,541.20	206,239.85	323,118.00	720,626.70	449,422.35	365,862.45
CONST.--	1,699,577.00				649,939.50	466,739.25	419,451.50
FIELD --	1,099,410.00	613,208.50					
--	1,227,298.00				611,664.00		
--		653,884.16			605,671.24	444,686.17	344,511.50
--						437,728.00	373,315.00
CONST. --							347,467.00

Ordered sent to the Water Pollution to tabulate and report.

Award contract conditionally on Tuesday, October 28, 1980 at 9:00 a.m,

7. Received a request from Allen J. Wise, Inc. 836 W. Jefferson, for permission to barricade the northeast corner of 526 S. Calhoun and southwest corner of 526 S. Calhoun starting on October 21, 1980 for an indefinite period (sidewalk barricade only).
PURPOSE: Provide parking area for construction machinery.

Approved and permit issued.

8. Received a request from Street Engineering Department, City- County Building, for permission to barricade the first alley south of Rudisill Boulevard from South Park to Spatz Avenue on October 21 thru October 30, 1980
PURPOSE: Pavemnt repair.

Approved and permit issued.

9. Received a request from St. Francis Mission Club, 2701 Spring Street, for permission to hold a parade on Saturday, October 25, 1980 starting at 2:00 p.m. Route to be traveled: Starting at College going on Bass Road, Leesburg Road, out past I-69, then on O'Day Road, Cook Road, Huguenard Road, State Street, Tyler Street, Spring Street and return to College.
PURPOSE: Walk -a-thon.

Approved and permit issued.

Meeting adjourned at 10:30 a.m.

BOARD OF PUBLIC WORKS

ATTEST:

Sandra E. Kennedy
Clerk

Wednesday, October 22, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, R.A.Staten
Sandra Kennedy

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Oepartment of Finance.

3. Received plat of Pine Valley, 8lock A submitted and approved by the City Plan Commission.

Approved.

4. Received invoice #10 of Hagerman Construction Corp. in the amount of $403,014.00 approved by Gibson, Tourney, Kim, Inc. for the construction of Civic Center Parking Garage Resolution No. 67-189-14.

Approved and ordered invoice of Hagerman Construction Corp. paid in the amount of $403,014.00.

No escrow is to be paid.

Payment is to be made by Account No. 402-382-382-4200.

5. Received invoice of GIBSON, TOURNEY, KIM, INC., Architects, in the amount of $4,682.78 approved by the Director of Transportation for Architectural and Engineering Services rendered through September 9, 1980 for the Civic Center Parking Garage located on the southside of East Washington between Calhoun and Clinton Streets. Res. No. 67-189-14.

Approved and ordered paid by Account No. 402-382-382-4200.

6. Received Estimate #10 of L. W. Dailey, Inc. in the amount of $102,513.56 approved by the Street Engineering Department for Resolution No. 5833-1979 - Main Street Reconstruction Project.

Approved and ordered Redevelopment to pay invoice in the amount of $102,513.56 to L. W. Dailey, Inc.

Also, ordered the amount of $11,390.40 paid to the L. W. Dailey, Inc. Escrow Account at Indiana Bank & Trust Company.

Payments are to be made from Redevelopment Funds.

7. Received invoice #1 of L. W. Dailey, Inc. in the amount of $1,675.00 approved by the Street Engineering Department covering Emergency Resolution No. 69-171-3 for replacement with new curbwalk with ramps on NE and NW corner of Pontiac and Hanna Streets.

Approved and ordered paid with Purchase Order # 4-09121 Account 402-128-129-4265.

8.	Received invoice #2 of T & F Construction Corp. in the amount of $43,563.51 approved by the Street Engineering Department covering work on Resolution No. 5868-8D - EAST CENTRAL PHASE V.	Approved and ordered paid by Community Develop and Planning.
9.	Received invoice #3 of T & F Construction Corp. in the amount of $9,2D4.15 approved by the Street Engineering Department covering work on Resolution No. 5868-8D - FINAL INVOICE - East Central Phase V.	Approved and ordered paid by Community Develop and Planning.
1D.	Received Invoice #2 of Gateway Construction Company in the amount of $24,442.96 approved by the Street Engineering Department covering work on Resolution No. 5884-8D - Oxford Phase V - B.	Approved and ordered paid by Community Development and Planning.
11.	Received invoice of Butler, Fairman and Seufert, Inc. in the amount of $1,476.00 (30% City's share) for portion of engineering inspection services in connection with the EWING - FAIRFIELD - WELLS STREET BRIDGE PROJECT.	Approved and ordered paid from LRS Account #4307.
12.	Received Change Order No. 1 of Rieth-Riley Construction Company, Inc. in the decreased amount of $26.5D approved by the Street Engineering Department covering REsolution No. 5867-80 for Kenwood curbing - south side between Ralston and Carew.	Approved.
13.	Received Change Order No. 1 of T & F Construction Company in the decreased amount of $73.DD approved by the Street Engineering Department covering Resolution No. 586D-8D - sidewalk at 826 Nuttman Avenue.	Approved.
14.	Received Change Order No. 1 of L. W. Dailey, Inc. in the amount of $3,365.45 approved by the Street Engineering Department covering Resolution No. 5885-8D - Hanna-Creighton, Phase IV - B.	Approved and ordered sent to Common Council on Tuesday, November 25, 1980 at 8:00 p.m.
15.	Received Special Sewer Permit for Pond Construction Company (1D25 LaPlaisance Rd. - Monroe, Michigan) prepared and approved by the Water Pollution Control Engineering Department to construct Sanitary Sewer known as Brighton Meadows Sanitary Sewer. 25% Maintenance Bond is to be submitted at the time the Completion Affidavit is filed.	Approved. Board Order 118-80.
16.	Received petition for providing drainage improvment on Fruehauf Drive.	Approved. Ordered the Street Engineering Department to investigate and report. Board Drder No. 119-80.
17.	Received a petition for the installation of guardrail at the end of Russell Avenue.	Approved. Ordered the Street Engineering Department to investigate and report. Board Drder No. 120-80.

18. Received invoice of L. W. Dailey, Inc. in the amount of $22,439.84 (City's share) approved by the Street Engineering Department covering work on Resolution No. 5842-79 - Edgehill & Westbrook Curbing and Sidewalks.

Approved and ordered paid from MVH Funds.

19. Received invoice of M & G Properties in the amount of $111,825.59 approved by the Water Pollution Control Engineer in accordance with approved sewer extension agreement for BAER FIELD WEST SANITARY SEWER.

Approved.

Ordered the City Utilities to pay invoice from the Water Pollution Control Utility Fund.

20. Received invoices from the Technical Services for engineering services on the West Main Street reconstruction project - Resoltuion No. 5833-79 in the amount of $1,975.81. (CITY UTILITIES' INVOICES).

Approved and ordered City Utilities invoices in the amount of $1,975.81 paid by Redevelopment Commission.

21. RESOLUTION NO. 70-23-21

The Board of Public Works hereby approves the request of Al Lapsley to construct the proposed additions to the Hanna School Annex.

The Board authorizes the Clerk to said Board to issue a letter to Al Lapsley confirming the approval.

Approved. A true copy is incorporated herein.

22. Invitational bids were taken by the Street Engineering Department for curb repair on Roberta Drive. Simerman Construction Company submitted low bid of $1,567.00 City's share. (Property Owners:$1,430.00)

Ordered the Purchasing Department to issue purchase order in the amount of $1,567.00.

23. Invitational bids were taken by the Street Engineering Department for miscellaneous curb, pavement and sidewalk removal and replacement (7 areas). Simerman Const. Co. was lowest bidder in the amount of City's share $4,337.35 and Property Owners: $932.80.

Ordered Purchasing Department to issue purchase order in the amount of $4,337.35.

24. Invitational bids were taken by the Street Engineering Department for replacement of sidewalk, alley return and corner.(6 areas). Simerman Construction Company was lowest bidder in amount of City's share $5,000.00 and property owner: $185.00.

Ordered the Purchasing Department to issue purchase order in the amount of $5,000.00.

Meeting adjourned at 10:40 a.m.

ATTEST:

Sandra E. Kennedy
Clerk

BOARD OF PUBLIC WORKS

Thursday, October 23, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M. L. Akers, H.R. Gamache
Sandra Kennedy

1. HEARING ON CONFIRMATION:

Declaratory Resolution No. 1440-80 for the condemnation of right-of-way purposes across part of Lot #549 Hanna's Addition more particularly described as follows; to wit:

Beginning at the southeast corner said lot thence north on the east property line a distance of 12 feet; thence west parallel to the north property line of Main Street a distance of 39 feet; thence north parallel with the east property line of Maiden Lane a distance of 10 feet; thence west parallel to the north property line of Main Street a distance of 11 feet; thence south on the east property line of Maiden Lane a distance of 22 feet to the north property line of Main Street; thence east on north property line of Main Street a distance of 50 feet to point of beginning.

CONFIRMED.

Ordered the Street Engineering Department to prepare Assessment Roll of Benefits and Damages

2. A hearing was held pursuant to a protest filed by DAN'S EXCAVATING, INC., concerning their bid which Board declared non-responsive on Resolution No. 310-80, Phase I. St. Joe Sewage Project C-180599-02. Argument heard by concerned parties Dan's Excavating and Rocco Ferrera. Attorney Richard Snouffer represented City of Fort Wayne, Sheldon Fealk and Donald Steininger, attorneys for Rocco-Ferrera and Christopher Risseto, attorney for Dan's Excavating, Inc.

City Attorney Richard Snouffer ordered any supplemental documentation be submitted in writing by October 30, 1980.

Meeting adjourned at 3:45 p.m.

BOARD OF PUBLIC WORKS

ATTEST:

Clerk

Wednesday, October 29, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, H.R. Gamache,
R.A. Staten
Sandra E. Kennedy

1. Received purchasr orders from the Purchasing Agent to City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received private sidewalk applications: — Approved and permits issued.

822 Larch Lane ----------Holida Homes
824 Larch Lane ----------Holida Homes

4. Received driveway applications: — Approved and permits issued.

7401 Bridgewater Drive ---------A. D. Delagrange
216 E. Foster Parkway ----------Uernhein Castro
824 Larch Lane ----------Holida Homes
4430 Tielker ----------Wayne Cooley
909 Valdosta Dr. ---------- Delagrange Homes

5. Received street cut applications: — Approved and permits issued.

Archwood at Northcrest (prkstrp)---- C. U.
Aurora Knoll Lane --- 809, 810,
815, 816, 821, 822, 827, 828,
833, 834, 905, 910, 915, 916 and
923 (prkstrps) -----North Eastern
Bethany Lane - 926, 932, 1002, 1006, 1010,
1014, 1018, 1022 and 1026 (prkstrp -- "
320 E. Butler --- C.U.
Calhoun -(alley) bet. Washington
and Wayne --- Gen. Tel.
1106 S. Calhoun --- C.U.
1102 S. Calhoun --- "
Captiva & Trier (prkstrp) --- "
Catalina & Northcrest (prkstrp) --- "
1823 Colony Dr. " --- "
6802 Decatur Rd. " --- "
4319 Dodge " --- "
2817 Euclid " --- "
6717 Fernwood " --- "
1848 Forest Park Blvd. (prkstrp) --- No. Side Plumb. & Heat.
1152 Glasgow (2) (prkstrp) --- C.U.
Harris Rd. 200' south of Versailles
Dr. westside of Harris --- Gen. Tel.
4203 Highwood (prkstrp) --- C.U.
115 W. Jefferson --- "
No. r/w of W. Jefferson from
East p/l to West p/l of
Professional Park West (3) --- Gen. Tele.
Larch Lane 802, 803, 806, 807, 810, 811, 814,
815, 818, 822, 823, 824, 827, 828, 831,
834, 835, 909, 910 and 915 (prkstrp)---North Eastern

4039 Lillie (prkstrp)	---	C.U.
1103 Louisedale (prkstrp)	---	"
1210 Orchard (prkstrp)	---	"
1302 Pemberton (prktrp)	---	"
4433 Pembroke (prkstrp)	---	"
3001 Plaza (prkstrp)	---	"
Ridgemont - 6116, 6119 & 6122 ---	---	North Eastern
2711 Roscommon (2) prkstrps	---	C.U.
1800 Spy Run	---	"
Taylor at Fillmore (prkstpr)	---	"
Tennessee & Elmwood (intersec.) (3)	---	Gen. Tele.
Wayne Trace & New Haven on Warren	---	"
5204 Webster (prkstrp)	---	C.U.
5409 Webster (prkstrp)	---	"
Wildwood & Lafayette	---	"
Wood Rim Run - 6310, 6311, 6316, 6319, 6320, 6324, 6325 and 6328 (prkstrp)	---	North Eastern "
5611 Larch wood Run	---	NIPSCO
1816 Frenchman's Crossing	---	"
3737 Kirkwood	---	"
1001 Home	---	"
4607 Standish	---	"
2205 California	---	"
304 E. Wildwood	---	"
1204 Ludwig Park (prkstrp)	---	"
3706 S. Harrison	---	"
1448 Springbrook	---	"
113 W. Jefferson	---	"
1106 S. Calhoun	---	"
5904 E. State	---	"
4036 Kentland	---	"
3304 S. Calhoun	---	"
1614 Sinclair	---	"
1108 Calhoun	---	"
1102 Calhoun	---	"
4802 Beaver (prkstrp)	---	"
3022 Glencairn (prkstrp)	---	"
3607 Parkhill	---	"

6. AWAROING OF CONTRACT:
Bids submitted on October 21, 1980

Sewer Resolution No. 323-80 - Spy Run Interconnect Interceptor. Contract awarded conditionally to Waynesfield Construction, Inc. (See letter dated October 29, 1980).

7. AWAROING OF CONTRACT:
Bids submitted on October 21, 1980

Sewer Resolution No. 324-80 - HIGHVIEW PARK ADDITON and Sewer Resolution No. 326-80 - REHABILITATION OF SEWER SUBSYSTEMS. (See letter dated October 29, 1980). Contracts awarded to Bercot, Inc. conditionally.

8. AWARDING OF CONTRACT:
Bids submitted on October 21, 1980

Sewer Resolution No. 325-80 - ELKRIOGE ADOITION. Contract not awarded.

Protest received from [illegible] & Butler Const.Co., [illegible] Public Hearing to be [illegible] on Friday, November [illegible] at 1:30 p.m.

9. AWARDING OF CONTRACT:
Bids submitted on October 21, 1980

Sewer Resolution No. 327-80 - NEUHAUS INTERCONNECT INTERCEPTOR - Phase I. Contract conditionally awarded to Northeastern Construction Co., Inc. (See letter dated October 29, 1980.)

9A. AWARDING OF CONTRACT:
Bids submitted on October 21, 1980

Sewer Resolution No. 326-80 - REHABILITATION OF SEWER SYSTEMS. Contract conditionally awarded to Bercot, Inc. (See letter dated October 29, 1980).

10. AWARDING OF CONTRACT:
Bids submitted on October 21, 1980

Sewer Resolution No. 328-1980 - NEUHAUS INTERCONNECT INTERCEPTOR, Phase II. Contract conditionally awarded to Ground Services, Inc. (See letter dated October 29, 1980).

11. AWARDING OF CONTRACT:
Bids submitted on October 21, 1980

Sewer Resolution No. 329-80 - NEUHAUS INTERCONNECT INTERCEPTOR, Phase III. Contract conditionally awarded to Scheidelman Excavating, Inc. (See letter dated October 29, 1980).

12. Received Sewer Easement Resolution No. 192-80 prepared by the Water Pollution Control Engineer for Permanent and Temporary North Maumee Interceptor, Phase I and Phase II. (SEWER RES. 330-80).

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Property Owners October 31 and November 7, 1980.

Hearing on Confirmation Thursday, November 20, 1980 at 3:30 p.m.

Notices to be mailed on November 7, 1980.

13. Received Sewer Easement Resolution No. 193-80 prepared by the Water Pollution Control Engineer for Permanent and Temporary Trier Ditch Interconnect Interceptor Trier Ditch - Moeller Road. (SEWER RES. 331-80).

SAME AS #12.

14. Received Sewer Easement Resolution No. 194-80 prepared by the Water Pollution Control Engineer for Permanent and Temporary Trier Ditch Interconnect Interceptor Trier Ditch - Meyer Road. (SEWER RES.332-80).

SAME AS #12.

15. Received Sewer Easement Resolution No. 195-80 prepared by the Water Pollution Control Engineer for Permanent and Temporary Cassel Heights Sanitary Sewer. (SEWER Res.333-80).

SAME AS #12.

16. Received Sewer Easement Resolution No. 196-80 prepared by the Water Pollution Control Engineer for Permanent and Temporary Trier Ditch - Colony Heights. (SEWER No. 334-80).

SAME AS #12.

17. Received Sewer Easement Resolution No. 197-80 prepared by the Water Pollution Control Engineer for Permanent and Temporary Anthony Wayne Pump Station. (SEWER NO. 335-80).

SAME AS #12.

18. Received Sewer Easement Resolution No. 198-80 prepared by the Water Pollution Control Engineer for Permanent and Temporary Trier Ditch Interconnect Interceptor - Trier Ridge Pump Station - Paulding Road. (SEWER RES. NO. 336-80).

SAME AS #12.

19. Received Sewer Easement Resolution No. 199-80 prepared by the Water Pollution Control Engineer for Permanent and Temporary Trier Oitch Interconnect Interceptor Zuber's Addition. (SEWER RES. NO. 337-80).

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Owners October 31, and November 7, 1980.

Hearing on Confirmation Thursday, November at 3:30 p.m.

Notices to be mailed November 7, 1980.

20. Received Sewer Easement Resolution No. 200-80 prepared by the Water Pollution Control Engineer for Permanent and Temporary Trier Oitch Interconnect Interceptor Ridgeview Heights (SEWER RES. NO. 338-80).

SAME AS #19.

21. Received Sewer Easement Resolution No. 201-80 prepared by the Water Pollution Control Engineer for Perment and Temporary - Glenwood Park Lift Station. (SEWER RES. NO. 339-80).

SAME AS #19.

22. Received invoice of L. W. Oailey, Inc. in the amount of $11,072.70 approved by the Street Engineering Oepartment covering Resolution No. 5885-80 - Hanna-Creighton, Phase IV - B.

Approved and ordered paid by Community Development and Planning.

23. Received quotations from the Purchasing Agent for the proposed lease of four 1981 two-door four wheel drive vehicles for Technical Services:

	24 mo. lease
ALLEN COUNTY MOTORS	$35,520.00
JIM KELLEY BUICK	$30,240.00
HEFNER CHEVROLET	$32,160.00

Through the recommendation of the Purchasing Agent the bid of Jim Kelley Buick was accepted under Purchase Order No. 2606 in the amount of $30,240.00.

Ordered sent to the Common Council on Tuesday, November 25, at 8:00 p.m.

24. Received invoice #5 of Dailey Asphalt Products Company in the amount of $11,095.97 approved by the Street Engineering Oepartment covering Resolution No. 5849-79 - 1979 Re surfacing - Oxford and Main Streets (FINAL).

Approved and ordered paid from 1979 Resurfacing Fund.

25. Received Purchase Agreement between Board of Public Works, CITY OF FORT WAYNE, INDIANA, and WILLIAM H. LEE for the purchase of Hosey Oam Electric Generator for the amount of $499.99. Agreement is dated and approved this 29th of October, 1980. Agreement provides the Mr. Lee will begin removal of said generator from its present location within ten days after October 31, 1982 and will provide Board of Works with a 10 day notice prior to commencement of removal of said generator.

Approved.

A true copy is incorporated herein.

26. Receive Special Sewer Permit for T - G Excavating, Inc. prepared and approved by the Water Pollution Control Engineer for construction of sanitary sewer to serve Fernhill Sanitary Sewer Extension. 25% Maintenance Bond is to be furnished at time the contractor files Completion Affidavit.

Approved.

Board Order No. 122-

27. Received invoice from Crown Construction, Inc. in the amount of $246.00 approved by Street Engineering Department covering extra work on Civic Center Parking Garage.	Approved and ordered paid from Civic Center Parking Garage Fund.
28. Received Change Order #1 of Rieth-Riley Construction Company in the amount of $9,300.00 approved by the Street Engineer for LaRez Impact Area, Phase III.	Approved. Ordered sent to the Common Council on Tuesday, November 25, 1980 at 8:00 p.m.
29. Received Change Order #1 of L. W. Dailey, Inc. in the decreased amount of $1,885.32 approved by the Street Engineering Department for Resolution No. 5842-79 Edgehill and Westbrook Curb & Sidewalk.	Approved.
30. Received inspection report and Primary Assessment Roll prepared by the Water Engineering Department for Water Resolution No. 1017 for 465 ± L.F. of 6" Local Water Main on Ludwig Park Drive from Sharon Drive westward. 453 feet.	Approved and completion Affidavit filed. Primary Assessment Roll approved. Advertise Notice of Assessment November 14, and November 21, 1980. Hearing on Confirmation of Assessment Roll Thursday, Dec. 4, 1980 at 3:30 p.m. Notices mailed on November 21, 1980.
31. Received invoice of Geiger Excavating in the amount of $8,395.14 approved by the Water Engineering Department for work under Resolution No. 1017 - Ludwig Park Water Main.	Approved and ordered paid by Barrett Law Department.
32. Received inspection report and Primary Assessment Roll prepared by the Street Engineering Department for Curbing Resolution No. 5867-80 - Kenwood Avenue. Completion Affidavit filed by Rieth-Riley Const. Co., Inc.	Approved and completion affidavit filed. Primary Assessment Roll approved. Advertise Notice of Assessment Nov. 14, and Nov. 21, 1980. Hearing on Confirmation of Assessment Roll Thursday, Dec. 4, 1980 at 3:30 p.m. Notices to be mailed on November 21, 1980.
33. Received request from Street Engineering Department for permission to seek invitational bids for miscellaneous repairs and replacement wingwalks, sidewalk, curb and alley corners.	Approved.
34. Received a request from Rieth-Riley Const. Co., 1633 State Rd., Huntertown, Indiana, for permission to barricade North Washington from Ardmore to Jefferson on Oct. 24 thru Oct. 29, 1980 from 8:00 a.m. to 3:00 p.m. PURPOSE: Paving street.	Approved and permit issued.

35. Received a request from License Bureau, Maiden Lane, for permission to barricade Maiden Lane between Berry and Main on MOnday, October 27, 1980 from 6:30 a.m. to 2:00 p.m.
PURPOSE: Vans unloading plates from prison.

Approved and permit

36. Received a request from Catholic Diocese of Fort Wayne-South Bend, P.O. 390, for permission to barricade Lewis between Calhoun and Clinton on Tuesday, October 28, 1980 from 1:30 p.m. to 1:45 p.m.
PURPOSE: Kids crossing street.

Approved and permit is

37. Received final invoice (RETAINAGE) of Hipskind Concrete Corp.in the amount of $8,044.03 approved by the Street Engineering Department covered by Resolution No. 5876-80 - Hanna-Creighton, Phase IV.

Approved and ordered pa by Community Developrent and Planning.

38. Received Sidewalk Improvement Resolution No. 5893-80, final plans, estimate, specifications and property ownership list, prepared by the Street Engineering Department for constructing 4" sidewalk and 6" driveway (portion through sidewalk) in the 5200 block of South Anthony from Fairfax south through Lot #18 on the west side and through Lot #17 on the east side.

Approved and adopted, copy is incorporate here

Advertise Notice to Pro Owners November 7 and November 14 ,1980.

Hearing on Confirmation Thursday, December 4, 1 at 3:30 p.m.

Mail notices on November

Meeting adjourned at 1

BOARD OF PUBLIC WORKS

ATTEST:

Clerk

Thursday, October 30, 1980

Department of Public Works
Office of the Board
Room 10, City-County Building
Regular meeting held at 2:00 p.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, H.R. Gamache, R.A. Staten
Sandra Kennedy

1. HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

Ordered the Water Pollution Control Engineering Department to prepare the Final Assessment Roll in accordance with findings of the Board.

Sewer Easement Resolution No. 170-80 - RANCHWOOD SANITARY SEWER. (Sewer 311-80).

Sewer Easement Resolution No. 176-80 - ST. JOSEPH INTERCONNECT INTERCEPTOR SANITARY SEWER (Sewer Res. 310-80).

Sewer Easement Resolution No. 177-80 - CONCORDIA GARDENS SANITARY SEWER. (Sewer 312-80).

Sewer Easement Resolution No. 178-80 - MARDEGO-MANDEGO -LIMBERLOST SANITARY SEWER. (Sewer Res. 313-80).

Sewer Easement Resolution No. 179-80 - BEVERLY HEIGHTS, HOLLYWOOO GARDENS, MAYFIELO PLACE, ROUSSEAU'S SUBURBAN GAROENS, WATERSWOLDE AND NORTHWOOD PARK SANITARY SEWERS. (Sewer 314-80).

Sewer Easement No. 180-80 - ALOALE ACRES ANO DAU'S SUBURBAN AOOITION SANITARY SEWER (Sewer Res. 315-80).

Sewer Easement Resolution No. 181-80 - CINDERELLA VILLAGE SANITARY SEWER (Sewer 316-80).

Sewer Easement Resolution No. 182-80 - AUER'S AND McADAMS HIGHLANO GROVE SANITARY SEWER. (Sewer Res. 317-80).

Sewer Easement Resolution No. 183-80 - CAMPUS COURT PUMP STATION ELIMINATION SANITARY SEWER. (Sewer Res. 318-80).

Sewer Easement Resolution No. 184-80 - NORTHCREST PUMP STATION ELIMINATION SANITARY SEWER (Sewer Res. 319-80).

Sewer Easement Resolution No. 185-80 - PATTON TRAILER PARK SANITARY SEWER (Sewer 320-80).

Regular meeting held at 3:30 p.m.
Thursday, October 30, 1980

2. HEARING ON CONFIRMATION:

Declaratory Resolution No. 1441-80 for the construction of an overhead pedestrian bridge structure across Washington Boulevard between Clinton and Calhoun Streets.

CONFIRMED.

Ordered the Street Engineering Department to prepare Assessment Roll of Benefits and Damages.

3. HEARING ON CONFIRMATION:

Curb and Sidewalk Resolution No. 5891-80 for constructing totally new curbs and sidewalks where needed on both sides of West Oakdale Drive from South Wayne to Fairfield Avenue.

Continued to Thursday, November 13, 1980.

Time up to receive remonstrance Monday, November 10, 1980 at 5

4. HEARING ON CONFIRMATION:

JUNK DITCH INTERCONNECT INTERCEPTOR SEWER RESOLUTIONS as follows:

341-80 - Junk Ditch Interconnect Interceptor.

342-80 - Covington Road Country Club Addition Sanitary Sewer.

345-80 - Country Club - Lanford Oakes.

347-80 - Poplar Ridge Addition Sections I & II.

348-80 - Lagro Addition Sanitary Sewer.

349-80 - SPRUNGER LIFT STATION ELIMINATION.

350-80 - ELMCREST ADDITION SANITARY SEWER.

351-80 WESTWOOD ADDITION SANITARY SEWER.

352-80 - REHABILITATION OF SEWERS, SSES "SUBSYSTEMS FS, IS, US".

CONFIRMED.

Advertise Notice to Contractors on October 17, 1980, 31 and Nov.

Receive bids on Tuesday, December at 9:00 a.m.

Ordered the Water Pollution Control Engineering Department to prepare bid documents.

5. Received Agreement for Perpetual Maintenance between NORTH EASTERN INVESTMENTS, INC. and the CITY OF FORT WAYNE for construction of a storm detention basin to serve all of the lots in SUMMERFIELD, an addition to the City of Fort Wayne, Indiana.

Approved. A true copy is incorporated herein.

Meeting adjourned at 4:30 p.m.

BOARD OF PUBLIC WORKS

ATTEST:

Sandra E. Kennedy
Clerk

Wednesday, November 5, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

H.R. Gamache, R. A. Staten
Sandra Kennedy

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received sidewalk applications:

1909 Emerson ----------Wm. Grepke
1727 Larchwood Run --------R.O. Witmer
2211 St. Mary's ----------Weigand Const. Co.

Approved and permits issued.

4. Received driveway applications:

828 Larch Lane --------- Holida Homes
701 Snowfall Ct. --------Worthman Homes
2211 St. Marys ----------Weigand Const.
1400 W. Washington Center Rd.-- Brooks Const.
7726 Weymouth Ct. -------A. O. Delagrange

Approved and permits issued.

5. Received Assessment Roll of Benefits and Damages prepared by the Water Pollution Control Engineering Department for Sewer Easement Resolution No. 186-80 - SPY RUN INTERCONNECT INTERCEPTOR. (Sewer 323-80)

Approved and Board finds that the amount of damages to each property listed on said Roll are equal to the amount of $1.00 each and the assessment of said benefits and damages are so ordered.

Notices to be served on November 14, 1980.

Hearing on Confirmation of Assessment Roll Thursday, December 4, 1980 at 3:30 p.m.

6. Received Assessment Roll of Benefits and Damages prepared by the Water Pollution Control Engineering Department for Sewer Easement Resolution No. 187-80 - HIGHVIEW PARK EDGEWOOD PARK (Sewer 323-80).

SAME AS #5.

7. Received Assessment Roll of Benefits and Damages prepared by the Water Pollution Control Engineering Department for Sewer Easement Resolution No. 188-80 - ELKRIDGE ADDITION (Sewer 325-80).

SAME AS #5.

8. Received Assessment Roll of Benefits and Damages prepared by the Water Pollution Control Engineering Department for Sewer Easement Resolution No. 189-80 - NEUHAUS PHASE I PIERCE PARK (Sewer 323-80).

SAME AS # 5.

9. Received Assessment Roll of Benefits and Damages prepared by the Water Pollution Control Engineering Department for Sewer Easement Resolution No. 190-80 NEUHAUS PHASE II WESTGATE - WASHINGTON HEIGHTS (Sewer 328-80).

Approved and Board finds that the amount of damages to each property listed on said Roll are equal to the amount of $1.00 each and the assessment of said benefits and damages are so ordered.

Notices to be served on November 14, 1980.

Hearing on Confirmation of Assessment Roll Thursday, December 4, 1980 at 3:30 p.m.

10. Received Assessment Roll of Benefits and Damages prepared by the Water Pollution Control Engineering Department for Sewer Easement Resolution No. 191-80 - NEUHAUS PHASE III FEICHTER's LEESBURG ADDITION. (Sewer 329-80).

SAME AS #9.

11. Received Final Assessment Roll of Benefits and Damages prepared by the Water Pollution Control Engineering Department for the following Sewer Easements:

CONFIRMED.

Ordered sent to the Department of Finance.

a. Sewer Easement Res. 170-80 - RANCHWOOD SANITARY.

b. Sewer Easement Res. 176-80 - ST. JOE INTERCONNECT SANITARY.

c. Sewer Easement Res. 177-80 - CONCOROIA GARDENS SANITARY.

d. Sewer Easement Res. 178-80 - MARDEGO - MANOEGO - LIMBERLOST.

e. Sewer Easement Res. 179-80 - WATERSWOLDE, NORTHWOOD PARK, ROUSSEAU SUBDIV., HOLLYWOOD GARDENS, MAYFIELD PLACE - BEVERLY HGTS. SANITARY SEWERS

f. Sewer Easement Res. 180 - ALDALE ACRES AND DAU's SUBURB ADD.

g. Sewer Easement Res. 181-80 -CINDERELLA VILLAGE SANITARY

h. Sewer Easement Res. 182-80 - AUER AND McADAMS HIGHLAND GR.

i. Sewer Easement Res. 183-80 - PUMP STATION ELIMINATION.

j. Sewer Easement Res. 184-80 - NORTHCREST PUMP STA. ELIMIN.

k. Sewer Easement Res. 185-80 - PATTON TRAILER SANITARY SEWER.

12. RESOLUTION NO. 70-34-12

WHEREAS, COVERALL RENTAL SERVICE, INC. and GOODWILL INDUSTRIES, INC., have petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public street situated in Fort Wayne, Allen County, to-wit:

That portion of Kinnaird Avenue between the east right of way line of Brooklyn Avenue and the west right of way line of Vesey Avenue within the City of Fort Wayne, Allen County, Indiana.

Approved and adopted this 5th day of November, 1980.

13. Received Street Lighting Resolution No. 148-80, final plans, estimate, specifications and property ownership list prepared by the Street Lighting Engineering Department for installation of street lighting on Shawnee Drive from Killea Street to Oakdale Orive.

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Property Owners November 14 and 21, 1980.

Hearing on Confirmation Thursday, Oecember 4, 1980 at 3:30 p.m.

Mail notices on November 21, 1980.

14. Received Change Order #1 of T & F Construction Corp. in the amount of $6,357.25 approved by the Street Engineering Department covering Resolution No. 5869-80 - NORTHWEST CENTRAL, Phase IV.

Approved.

Ordered sent to the Common Council on Tuesday, November 25, 1980 at 8:00 p.m.

15. Received Water Contract No. 8009 between NORTHEASTERN INVESTMENTS INC. and the Fort Wayne Water Utility of the City of Fort Wayne, Indiana for the construction of water main system to serve SUMMERFIELO AODITION, Section 1, Phase II. (Larch Lane, Ridgemont Orive, Wood Rim Run and Aurora Knoll).

Approved.

16. Received Water Contract No. 8010 between NORTHEASTERN INVESTMENTS INC. and the Fort Wayne Water Utility of the City of Fort Wayne, Indiana for the construction of water main to serve SUMMERFIELO AOOITION, Section II. (Bethany Lane, Owl Tree Place and Wood Rim Run).

Approved.

17. Received Special Sewer Permit for AFFOROA8LE HOMES by John Pelkington, Inc. prepared and approved by the Water Pollution Control Engineer and Performance 8ond of Porter Construction, Inc. to construct sanitary sewer to serve Seneca Hills, Section V.

Approved and permit issued.

8oard Order No. 126-80.

18. Received Special Sewer Permit for AFFOROABLE HOMES by John Pelkington, Inc. prepared and approved by the Water Pollution Control Engineer and Performance Bond of Porter Construction, Inc. to construct storm sewer to serve Seneca Hills, Section V.

Approved and permit issued.

Board Order No. 125-80.

19. Received invoice #1 of L. W. Dailey, Inc. in the amount of $30,469.27 approved by the Street Engineering Oepartment covering Resolution No. 5882-80 - Oxford, Phase V-A.

Approved and ordered paid by Community Oevelopment and Planning.

20. Received invoice of Clyde E. Williams & Assoc., Inc., Consulting Engineers,in the amount of $851.88 approved by the Oirector of Transportation covering professional services in accordance with the November 6, 1978 Engineering Agreement and the January 18, 1979 letter of authorization regarding CRESCENT AVENUE. Services from 9-2-80 thru 9-27-80.

Approved and ordered paid from LRS Account #4317.

21. Received invoice of Clyde E. Williams & Assoc., Inc., Consulting Engineers, in the amount of $3,330.22 approved by the Director of Transportation covering professional services in accordance with the November 6, 1978 Engineering Agreement and the January 18, 1979 letter of authorization regarding LAKE AVENUE (Services from 9-2-80 thru 9-27-80).

Approved and ordered paid from LRS Account #4334.

22. Authorization was given to T - G Excavating, Inc. for payment of Escrow Amount Retention in the amount of $29,037.89 approved by the Water Resources Oirector for Resolution No. 307-79 - Ranchwood, Phase I Sanitary Sewer. ESCROW ACCOUNT AT ANTHONY WAYNE BANK, dated Oecember 14, 1979.	Approved.
23. A request was received from VFW Post 857, Fred Beck, for permission to travel a specific route on November 1, 1980 from 8:00 p.m. to 10:00 p.m. Route: Main to Illinois Road to LIndenwood Road to Spring to Leesburg back to VFW Post. PURPOSE: Hayride.	Approved and permit issued.
24. Request was received from L.W. Oailey, Inc. for permission to barricade Main from Calhoun to Harrison on November 1, 1980 from 6:00 a.m. to 6:00 p.m. PURPOSE: Seal street.	Approved and permit issued.
25. A request was received from Irmscher & Sons, 1030 Osage, for permission to hood meters on West Barr Street by YMCA south of Washington Street on November 4 thru November 7, 1980 at all times. PURPOSE: Sandblasting YMCA.	Approved and permit issued.
26. Received Invoice #2 of Bercot, Inc. in the amount of $136,270.80 approved by the Water Pollution Control Engineering Oepartment covering work on Harger Oitch Interceptor, Phase III - Resolution No. 309-79.	Approved and ordered sent to the City Utilities for payment in the amount of $136,270.80. Also ordered the amount of $15,141.20 paid to Bercot, Inc. Escrow Account at Indiana Bank & Trust Company. Payments are to be made from the Water Pollution Control Utility Fund.
27. Received Agreement for Step 3 Engineering Services for AOOITIONS ANO IMPROVEMENTS to the WASTEWATER FACILITIES, PHASE A, B & C AOVANCEO WASTEWATER TREATMENT by and between the City of Fort Wayne, Indiana and HOWARO NEEOLES TAMMEN & BERGENOOFF, Architects, Engineers, Planners, Indianapolis, Indiana.	Approved. A true copy is incorporated herein. Ordered sent to the Common Council on Tuesday, November 25, 1980 at 8:00 p.m.

Meeting adjourned at 10:20 a.m.

BOARD OF PUBLIC WORKS

ATTEST:

Clerk

Thursday, November 6, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meet held at 2:00 p.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M. L. Akers, R. A. Staten
Sandra Kennedy

1. HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

Sewer Resolution No. 307-79, RANCHWOOD, Phase I.

CONFIRMED.

Connection fees to be paid to Water/Sewer Permit Department.

Regular meeting held at 3:30 p.m.

CONFIRMED.

2. HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

Declaratory Resolution No. 1439-80 for the condemnation of a permanent easement for the building of a dike on part of SW 1/4 Sec. 3 T 10 R 12 lying east of Lots #9 and #10 J.O. Brown's Addition Extended.

Ordered sent to the Department of Finance.

3. HEARING ON CONFIRMATION:

Water Resolution No. 1023-80 for the construction of water mains on Orlando Drive between Sharon Drive and State Highway #3 (LIMA ROAD) 2016 ± L.F. of 6" water main.

CONFIRMED.

Advertise Notice to Contractors on November 21 and 28, 1980.

Receive bids on Wednesday, December 3, 1980 at 9 a.m.

Ordered the Water Engineering Department to prepare bid documents.

4. HEARING ON CONFIRMATION:

Street Lighting Resolution No. 147-80 for the installation of ornamental street lighting in CRESTWOOD COLONY ADDITION.

Continued to Thursday, November 20, 1980 at 3:30 p.m.

Time up to receive remonstrance Monday, November 17, 1980 at 5:00 p.m.

5. A request was received from Jeff Raff, 1120 Lincoln Bank Tower, for permission to barricade 1217 Nevada on November 5, 1980 for two weeks at all times.
PURPOSE: To place sanitainer.

Approved and permit issued.

6. A request was received from General Telephone, Tecumseh Street, for permission to barricade Hobson Road - east lane between bypass and Trier Road on Thursday, November 6 for three weeks from 7:00 a.m. to 4:00 p.m.
PURPOSE: Lower conduit for road.

Approved and permit issued.

7. Received a request from Hewes, Inc., R. #3 County Road 19, Auburn, Indiana, for permission to barricade 3401 McArthur Drive on November 10, 1980 from 9:00 a.m. to 3:00 p.m.
PURPOSE: Installation of 8" sanitary sewer.

Approved and permit issued.

8. Received specifications, final plans and estimate for WATER CONTRACT 80-XP-1 prepared by the Water Engineering Department for the installation of water mains including all necessary fittings as follows:
1386 ± L.F. of 12" water main on Ley Road between Merchandise Drive and Industrial Road.

Approved.

Advertise Notice to Contractors November 21 and 28, 1980.

Receive bids on Wednesday, December 3, 1980 at 9:00 a.m

Ordered bid documents.

9. The Board met with City Attorney Richard Snouffer concerning protest filed by Dan's Excavating, Inc. regarding Sewer Resolution No. 310-80, Phase 1.

It was the decision of Board to conditionally award contract to ROCCO-FERRERA.
Letter sent certified mail this date.

Meeting adjourned at 4:45 P.M.

BOARD OF PUBLIC WORKS

ATTEST:

Clerk

Friday, November 7, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 1:30 p.m.

M.L. AKERS, H. R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

1. A hearing was held pursuant to a protest filed by Butler & Butler Construction concerning their bid on Resolution No. 325-80 SPY RUN INTERCONNECT INTERCEPTOR Sewage Project - C-180599-7. Argument was heard from Mr. Kern Butler representing Butler & Butler. Attorney Richard Snouffer represented City of Fort Wayne.

Board will give their decision at Board meeting on November 12, 1980.

Meeting adjourned at 2:00 p.m.

BOARD OF PUBLIC WORKS

ATTEST:

Clerk

Wednesday, November 12, 1980

Department of Public Works
Office of the Board
Room 910, City-Coutny Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy

M.L. AKERS, H.R. Gamache
Sandra Kennedy

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent Department of Finance.

3. Received private sidewalk applications:

826 Ewing ----------Ind. Const. Corp.
2005 Hillside ----------Crown Const. Inc.
1302 Wells ----------Elbrecht & Sons

Approved and permits is

4. Received agreement between CARTY, DONLAN, O'NEILL AND MONAHAN, INC. and City of Fort Wayne, Indiana, to assist City in a study and evaluation of its communications services, equipment and agreements and in implementing any new systems. Carty, Donlan, O'Neil and Monahan, Inc. is to be CONSULTING ENGINEERS.

Approved. A true copy corporated herein. Ordered sent to the Common Council on Tuesday, November 25, 1980 at 8:0

5. Bid documents for Telephone Equipment for an advanced state of art telephone system designed to provide a highly efficient communications system for approximately 35 buildings were prepared by the Communications Department.

Approved.

Publish Notice to Contra on November 18 and 25,

Receive bids on Friday, December 5, 1980 at 11:00

6. Received driveway applications:

4432 Arlington ---------- Childs Builders
3020 Calhoun ---------- Amdel Corp.
4600 Fairlawn Pass ---------- W. A. Sheets & Sons
1500 Lakehurst ---------- Gene Keller Const.
1727 Papermill Crossing ---- R. D. Witmer
3905 E. State (Scotts Mkt.)- Hagerman Const.
1021 E. Wallace -- ------- - S. E. Jahn Bldrs.

Approved and permits iss

7. Received invoice #15 of Shambaugh & Son, Inc. in the amount of $26,653.18 approved by the Consulting Engineers, McNamee, Porter and Seeley, and Director of Water Resources covering work on Contract 77-W-3 Water Works Improvements - ST. Joseph DAM AND PUMP STATION.

Approved and ordered the of $26,653.18 paid to & Son, Inc.

Also ordered the amount of $1,402.80 paid to Shambaugh Escrow Account at Fort Wa National Bank.

Payments are to be made from Utility Fund.

21

8. Received invoice #16 of Hagerman - Shambaugh, Joint Bidders, in the amount of $758,161.75 approved by the Consulting Engineers, McNamee, Porter and Seeley, and Oirector of Water Resources covering work on Contract 77-W-2 - Water Works Improvements - Filtration Plant Additions.	Approved and ordered the amount of $758,161.75 paid to Hagerman-Shambaugh. Also ordered the amount of $39,903.25 paid to Hagerman-Shambaugh Escrow Account at Fort Wayne National 8ank. Payments are to be made from the Water Utility Fund.
9. Received Contract of T & F Construction Company covered by RESOLUTION NO. 146-80 for Maintenance contract for street lighting system and unit price items for Street Light Construction. Contract prepared by the Street Lighting Engineering Department.	Approved. Ordered sent to the Common Council on Tuesday, November 25, 1980 at 8:00 p.m.
10. Received contract of Henry Gaines d/b/a as Gateway Construction Company in the amount of $21,357.50 prepared by the Street Engineering Oepartment signed by State Auto Mutual Insurance Company for Resolution No. 5877-80 for construction of curbs, yardwalks and drive approaches on Forest Park Boulevard from State 8oulevard to Dodge Avenue.	Approved and ordered sent to the Common Council on Tuesday, November 25, 1980 at 8:00 p.m.
11. Received Water Contract No. 8013 between INVERNESS INVESTORS, INC. and the Fort Wayne Water Utility of the City of Fort Wayne, Indiana, approved by the Water Engineering Oepartment for VICKSBURG PIKE water main.	Approved.
12. Received Sewer Easement Resolution No. 202-80, final plans and property ownership list prepared by the Water Pollution Control Engineering Department for JUNK OITCH INTERCONNECT INTERCEPTOR. (Res. 341-80)	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Property Owners November 21 and November 28, 1980. Hearing on Confirmation Thursday, Oecember 11, 1980 at 3:30 P.m. Mail notices on November 28, 1980.
13. Sewer Easement Resolution No. 203-80 - COVINGTON ROAD - COUNTRY CLU8 (Sewer Res. No. 342-80).	SAME AS #12.
14. Sewer Easement Resolution No. 204-80 - JUNK DITCH INTERCONNECT INTERCEPTOR - Country Club - Langford Oaks. Sewer Res. No. 345-80).	SAME AS #12.
15. Sewer Easement Res. No. 205-80 - JUNK DITCH INTERCONNECT INTERCEPTOR _ Poplar Ridge Addition - Sections I and II. (Sewer 347-80).	SAME AS #12.
16. Sewer Easement Res. No. 206-80 - ANSLEY ACRES - LAGRO RESERVE SANITARY SEWER (Sewer Res. No. 348-80).	SAME AS #12.

17. Received Sewer Easement Resolution No. 2D7-80 for permanent and temporary easements for JUNK DITCH INTERCDNNECT INTERCEPTOR (Sewer Res. No. 349-8D).	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Property Owners November 21 and November 28, 1980. Hearing on Confirmation Thursday, December 11, 198 at 3:3D p.m. Mail notices on November 2
18. Sewer Easement Resolution No. 208-8D - Permanent and Temporary - Junk Ditch Interconnect Interceptor - ELMCREST ADDITION. (Sewer Res. No. 350-80).	SAME AS #17.
19. Sewer Easement Resolution No. 2D9-80 - Permanent and Temporary - Junk Ditch Interceptor - WESTWOOD ADDITION. (Sewer Res. No. 351-80).	SAME AS #17.
20. Received Change Order No. 1D of Hagerman - Shambaugh, Joint Bidders, prepared by the McNamee, Porter and Seeley, Consulting Engineers, for Contract No. 77-W-2 Water Works Improvement - Filtration Plant Addition approved by Director of Water Resources. Change Order is in the amount of $12,536.DD.	Approved. Drdered sent to the Common Council on Tuesday, November 25, 1980 at 8 p.m.
21. Received quotation from the Purchasing Agent for the proposed purchase of two 1981 four-door four wheel drive vehicles for the Technical Services. One bid was received: HEFNER CHEVROLET --- ----- ---- $22,618.DD	Through the recommendation of the Purchasing Agent the bid of Hefner Chevrolet was accepted under Purchase Drder No. 9866. Ordered sent to the Common Council on Tuesday, November 25, 1980 at 8:00 p.m.
22. Received quotation from the Purchasing Agent for the proposed purchase of 100,000 gallons of #5 Fuel Oil for FILTRATION PLANT. Industrial Fuel Oils, Inc. INDUSTRIAL FUEL OILS, INC. ---- .7502/gal.	The bid of Industrial Fuel Dils, Inc. was accepted under Purchase Drder No. 9865 B. Ordered sent to the Common Council on Tuesday, November 25, 1980 at 8:00 p.m.
23. Received agreement between City of Fort Wayne and DAVID S. RICHEY, Attorney, for employing a utility specialist attorney to serve as special counsel for the City of Fort Wayne and its City Utilities as set forth above to do factual investigation, legal research and participate in the hearings before the Public Service Commission and to take such other legal action pertaining to said hearings as may be necessary. Mr. Richey is resident of Lebanon, Indiana.	Approved and ordered sent to the Common Council on Tuesday, November 25, 1980 at 8:DD p.m.
24. Received Agreement between AIR MAPS, INC. (Consulting Engineers) and the City of Fort Wayne, Indiana, for Aerial Survey - Maumee, St. Mary's, St. Joseph Rivers and Spy Run Creek. (For aerial surveying and photogrammetric engineering services regarding river bottom topography).	Approved. Ordered sent to the Common Council on Tuesday, December 8, 1980 at 8:00 p.m.

25. Received quotations from the Purchasing Agent for the proposed purchase of one (1) High Dump Rider Sweeper for the Parking Administration:

TENNANT COMPANY ---------- $13,500.00

O. J. Industrial Equipment--- $12,500.00

Approved bid of O. J. Industrial Equipment, Inc. under Purchase Order 4-09227.

Ordered sent to the Common Council on Thursday, December 8, 1980 at 8:00 p.m.

26. Received Change Order #1 of T & F Construction Corporation in the amount of $9,204.15 approved by the Street Engineering Oepartment covering work on Resolution No. 5868-80 for East Central, Phase V.

Approved.

Ordered sent to the Common Council on Tuesday, November 25, 1980 at 8:00 p.m.

27. Received invoice of Wayne Asphalt & Const. Co., Inc. in the amount of $73,033.80 prepared by the Street Engineering Department covering work on 1980 Resurfacing Resolution No. 5890-80 4th and 5th Councilmanic Districts.

Approved and ordered paid from 1980 Resurfacing Fund.

28. Received invoice #12 of Moellering Construction Company, Inc. in the amount of $39,501.97 (30% City share) approved by the Butler, Fairman and Seufert, INc. and the Street Engineering Oepartment covering work on EWING-FAIRFIELO-WELLS STREET BRIOGE to cover period from 10-1-80 to 10-28-80.

Approved and ordered paid from LRS Account #4307.

29. Received invoice #2 of Rieth-Riley Const. Co., Inc. in the amount of $60,219.56 approved by the Street Engineering Oepartment covering work on Resolution No. 5880-80 LaRez Neighborhood, Phase III.

Approved and ordered paid by Community Development and Planning

30. Received invoice of Arrow Fence Company, Inc. in the amount of $1,335.00 approved by the Street Engineering Department covering work on installation of guardrail on Lindenwood, North Clinton St., and St. Joe River Drive.

Approved and ordered paid under 402-128-129-4265.

31. Received Estimate #2 of L. W. Dailey, Inc. in the amount of $4,742.30 for retainage on Resolution No. 5885-80 - Hanna-Creighton, Phase IV - B - prepared by the Street Engineering Oepartment.

Approved and ordered sent to Community Development and Planning for payment.

32. Received Estimate #5 of Wayne Asphalt & Const. Company in the amount of $17,681.29 covering retainage on Resolution No. 5843-79 for Resurfacing in the 3rd District - prepared by the Street Engineering Department.

Approved and ordered paid from 402-128-129-4265.

33. Received invoice #70-10-210-01-26 of McNamee, Porter and Seeley in the amount of $23,320.77 approved by the Director of Water Resources covering engineering services for General and Resident Engineering for water works improvements in accordance with Contract between the City and the Engineers dated Oecember 7, 1970 and Amendment No. 1 dated March 30, 1977. (77-W-1 and 11 and 111)

Approved and ordered paid by City Utilities from the Water Utility Fund.

34. Received invoice #11 of L. W. Dailey, Inc. in the amount of $52,394.54, prepared by the Street Engineering Department covering work on Resolution No. 5833-79 - MAIN STREET RECONSTRUCTION.

Approved and ordered paid by Redevelopment Commission the amount of $52,394.54.

Also, ordered the amount of $5,821.61 paid to the L. W. Dailey, Inc. Escrow Account at Indiana Bank & Trust Company.

35. Pursuant to report from the City Utilities Auditing Department listing unpaid Revenue Miscellaneous Accounts - Write-offs as per list submitted· WATER - $6,770.28 and SEWER $3,169.13.

Approved.

36. Received Resolution No. 70-44-36 as follows:

Approved.

A true copy is incorporated herein.

WHEREAS, a definite need exists for immediate identifications of temporary repairs made by a utility to the roadway surface; and

WHEREAS, a national policy on color coding of roadway cuts exists and has been adopted by the Indiana State Highway Commission; and

WHEREAS, the joint Utility Location and Coordinating Committee of Fort Wayne and Allen County request adoption of the national color coding system to eliminate conflicting color codes between cuts on State and City routes;

NOW, THEREFORE: the Board of Public Works of the City of Fort Wayne, Indiana, hereby deems it necessary to adopt color codes for marking roadway cuts and utilitylocations and such color coding shall become effective January 1, 1981.

37. Received Special Sewer Permit for Engle Ridge Corporation prepared by the Water Pollution Control Engineering Department to construct sanitary sewer known as Engle Ridge Industrial Park, Section "C". 25% Maintenance Bond is to be furnished to Board of Works at time completion affidavit is filed.

Approved and permit issued.

Board Order No. 151-80.

38. Received invoice #1 of T & F Construction Corporation in the amount of $22,658.53 approved by the Street Engineering Department covering work on Resolution No. 5869-80 - NORTHWEST CENTRAL, Phase IV.

Approved and ordered paid by Community Development and Planning.

39. Received invoice #2 of Wayne Asphalt and Construction Company in the amount of $10,372.35 approved by the Street Engineering Department covering work on Resolution No. 5888-80 for resurfacing 3rd Councilmanic District.

Approved and ordered paid from 1980 Resurfacing Account.

40. Received invoice #3 of Wayne Asphalt and Construction Company in the amount of $4,324.90 (RETAINAGE) approved by the Street Engineering Department covering work on Resolution No. 5888-80 for resurfacing 3rd Councilmanic District.

Approved and ordered paid from 1980 Resurfacing Account.

41. Received Special Sewer Permit for Gene B. Glick Co., Inc. to construct storm and sanitary sewer to serve RICHFIELD APARTMENTS. 25% Maintenance Bond is required when Completion Affidavit is filed by Scheidelman Utility Company.

Approved and permit issued.

Board Order No. 152-80.

42. Received bids for North Maumee Sewer Resolutions No. 330-80, Phase I and Phase II, 331-80, 332-80, 333-80, 334-80, 335-80, 336-80, 337-80, 338-80, 339-80 and 340-80 as follows:

	Res 330 Phase I	Res 330 Phase II	Res 331	Res 332	Res 333	Res 334	Res 335	Res 336	Res 337	Res 338	Res 339	Res 340
		1,205,675.50	907,186.00	1,181,896.25		534,042.75		351,344.25				
	913,900.00	1,176,905.50	794,885.00	1,271,637.50	603,635.00	564,985.00	1,136,817.50	343,747.50	383,500.00	522,767.50	188,700.00	
			770,574.75	1,358,728.50	394,882.00	590,840.00		305,786.00	379,651.50	367,011.00	176,329.50	* 303,689.80
		1,030,711.40	* 521,161.90	* 909,580.25		* 359,732.05						
											147,791.50	
	141,869.00	* 191,869.05	652,354.35	906,834.40	* 333,363.90	392,495.01	* 1,255,628.30	* 240,297.05	* 223,529.52	311,987.35		
						479,402.70		313,739.00				
			628,081.50			414,479.50			313,807.50	411,723.50	139,583.50	
										* 278,608.75	129,983.00	
									330,936.50			
								321,420.75	346,143.75		* 127,073.50	
	140,454.60	126,178.30	662,226.75	859,128.65	427,441.40	411,245.00	1,350,564.55	284,374.05	333,423.95	476,460.45	183,545.00	
					385,951.00				260,894.50	365,541.50	179,379.75	
			619,913.75	919,354.75		457,930.00		298,771.50			194,323.75	
			796,646.00	1,017,325.00		547,947.50		329,933.35				
	* 922,920.00	997,359.00	656,710.00	909,895.00	448,430.00	440,636.00	1,243,179.50					
	1,114,090.00	1,469,690.00	834,342.50	1,288,635.00		709,600.00		428,832.50				
										314,202.05		
						592,723.59		341,532.97	273,390.43	410,913.93	197,180.00	
								348,116.95				307,469.00
			746,568.05	1,058,448.75	403,890.20							
							1,467,480.00					
				1,026,185.50			2,168,013.50					
	936,859.20	1,113,990.50		1,392,527.50								
	1,426,000.00	1,149,830.00	805,470.00	1,132,154.50	388,470.00	652,410.00	1,418,757.50	314,225.00	233,000.00	398,825.00	213,020.00	314,459.35

43. Received request from Shambaugh & Son, 137 Chambeau, for permission to barricade the alley south of Berry Street on Union Street on November 18, 1980 from 9:00 a.m. to 3:30 p.m.
PURPOSE SANITARY SEWER TAP FOR Sponhauer House.

Approved and permit issued.

44. Received a request from S & S Home Improvement, 2916 Hoagland, for permission to barricade in front of 604 Kinsmoor (vacant house) on November 18 thru November 26, 1980 at all times.
PURPOSE: Roof Repair.

Approved and permit issued.

45. Received a request from Poindexter Excavating, 10443 E. 56th St., Indianapolis, Ind., for permission to barricade Reed Road at Nevada between State and Lake on November 18, 1980 from 8:30 a.m. to 4:00 p.m.
PURPOSE: Put in water service.

Approved and permit issued.

46. Received a request from Anthony Ficaro, 4704 Spatz, for permission to barricade sidewalk at 613 S. Harrison on Wednesday, Nov. 12 thru Nov. 26, 1980 at all times.
PURPOSE: Scaffolding erection for painting of building.

Approved and permit issued.

47. Received a request from Francis Thomas, 5404 Bluffton Road, for permission to barricade the end of alley between Miner and Fox by Chreighton Christian Church (845 W. Creighton) on November 21, 1980 from 1:00 p.m. to 9:00 p.m.
PURPOSE: Fish and Tenderloin Fry.

Approved and permit issued.

48. Board met with City Attorney Richard Snouffer concerning protest filed by Butler & Butler on Sewer Resolution No. 325-80 SPY RUN INTERCONNECT INTERCEPTOR PROJECT C-180599-07.

Board conditionally awarded contract to Butler & Butler Construction Company. Letter sent certified mail this date.

Meeting adjourned at 10:30 a.m.

ATTEST:

Clerk

BOARD OF PUBLIC WORKS

Thursday, November 13, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M. L. Akers, R. A. Staten
Sandra Kennedy

1. Continued from October 30, 1980
HEARING ON CONFIRMATION:

Resolution No. 5891-80 for the construction of new curbs and sidewalks where needed on both sides of West Oakdale Drive from South Wayne to Fairfield.

CONFIRMED.

Advertise Notice to Contractors November 28 and December 5, 1980

Receive bids on Wednesday, December 10, 1980 at 9 a.m.

Ordered the Street Engineering Department to prepare bid documents.

Meeting adjourned at 3:45 p.m.

BOARD OF PUBLIC WORKS

ATTEST:

Clerk

Friday, November 14, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, H. R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, R. A. Staten
Sandra Kennedy

1. Received Amendment to Lease by and between the City of Fort Wayne, Indiana, and Peoples Trust Bank defined as Landlord and Tenant respectively in that the certain Lease between them dated August 3, 1979 relative to parking spaces in the Fort Wayne Municipal Parking Garage (LEASE).

   Approved. A true copy is incorporated herein.

2. Received Lease Supplement to the LEASE dated August 3, 1979 between the City of Fort Wayne and Peoples Trust Bank.

   Approved. A true copy is incorporated herein.

3. Received Amendment to Lease by and between the City of Fort Wayne, Indiana, and Indiana & Michigan Electric Company defined as Landlord and Tenant respectively in that the certain Lease between them dated August 3, 1979 relative to parking spaces in the Fort Wayne Municipal Parking Garage (LEASE).

   Approved. A true copy is incorporated herein.

4. Received Lease Supplement to the LEASE dated August 3, 1979 between the City of Fort Wayne and Indiana & Michigan Electric Company.

   Approved. A true copy is incorporated herein.

5. Received AGREEMENT by and between the City of Fort Wayne, Indiana, and ONE SUMMIT ASSOCIATES whereby Perpetual RIGHT-OF-WAY and Easement is granted to construct, install, erect, occupy, maintain, improve, replace and remove the BRIDGE in the air space across Washington Boulevard between Clinton and Calhoun Streets area. (DECLARATORY RES. 1441-80).

   Approved. A true copy is incorporated herein.

Meeting adjourned at 9:45 a.m.

Robert Anderson Sec.

BOARD OF PUBLIC WORKS

ATTEST:

Clerk

Tuesday, November 18, 1980

Department of Public Works
Office of the Board
Room 910, City County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, H.R. GAMACHE, R. A. STATEN
Sandra E. Kennedy, Clerk

M.L. AKERS, R.A STATEN
Sandra Kennedy

AWARDING OF CONTRACT:
Bids submitted on November 12, 1980
NORTH MAUMEE INTERCONNECT INTERCEPTOR
(See letters dated November 18, 1980).
Awards all made conditionally as follows:

Approved.

(a) Resolution No. 330-80, Phase I to ROCCO-FERRERA for $832,920.00.
(b) Resolution No. 330-80, Phase II to JOHN DEHNER, INC. for $891,869.05
(c) Resolution No. 331-80 to 8USCH, INC. for $521,161.90.
(d) Resolution No. 332-80 to 8USCH, INC. for $809 580.25.
(e) Resolution No. 333-80 to JOHN DEHNER, INC. for $323,363.90.
(f) Resolution No. 334-80 to 8USCH, INC. for $352,732.05.
(g) Resolution No. 335-80 to JOHN DEHNER, INC. for $1,255,628.30.
(h) Resolution No. 336-80 to JOHN DEHNER, INC. for $240,297.05.
(i) Resolution No. 337-80 to JOHN DEHNER, INC. for $223,529.52.
(j) Resolution No. 338-80 to HARTMAN, JOHN for for $278,608.75.
(k) Resolution No. 339-80 to MOELLERING CONST. COMPANY for $127,073.50.
(l) Resolution No. 340-80 to 8ERCOT, INC. for $303,689.80.

Meeting adjourned at 10:00 a.m.

BOARD OF PUBLIC WORKS

ATTEST:

Clerk

Wednesday, November 19, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, H.R. Gamache, R. A.
Sandra Kennedy

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received plat of Oak Grove Villas submitted by the City Plan Commission. — Approved.

4. Received plat of Olympia Heights Addition approved and submitted by the City Plan Commission. — Approved.

5. Received driveway applications: — Approved and permit issued.

1600 - 1700 Reed Road ---------- Brook's Const. Co.

6. Received private sidewalk applications: — Approved and permit issued.

834 Aurora Knoll Lane --------- Holida Homes
119 W. Rudisill ---------- Simmerman Const.
2603 St. Mary's Ave. ---------- Arthur M. Tilbury
6319 Wood Rim Run ---------- Holida Homes

7. Received street cut applications: — Approved and permits issued.

1000 W. Berry (alley)	---	Shambaugh & Sons
2213 Brown	---	C. U.
506 Buchanan	---	L. I. Griffin
1704 Kenwood	---	T & G Excav.
Reckeweg Rd.	---	Water Engr.
1600 1700 Reed Rd.	---	Scheidleman Excav.
N/W cor. Reed & Heatherwind	---	Poindexter Excav.
1646 Sinclair (alley)	---	Golden Rule Sewer
342 E. State	---	J & G Water & Sewer
1336 E. Wayne	---	L. I. Griffin
2803 Weisser Pk.	---	Griffin Enterprises
1018 E. Berry	---	NIPSCO
1423 Clay	---	"
1341 E. Creighton	---	"
3719 Elmhurst	---	"
5320 E. Forest	---	"
4321 Holton	---	"
2210 Inwood	---	"
7210 Kunfer	---	"
S/E cor. Moeller Rd. & Wayne Trace	---	"
1006 Pinecrest	---	"
1439 Stophlet	---	"
2945 Smith	---	"
7319 Springhill	---	"
1642 Sinclair	---	"
2211 St. Marys	---	"
1500 Tecumseh	---	"
2024 Thompson	---	"
3320 Varsity Lane	---	"
4106 Winter	---	"
2317 Winter	---	"
305 E. Wildwood	---	"
1702 Winter	---	"

8. Received Assessment Roll of Benefits and Damages prepared by the Street Engineering Department for Oeclaratory Resolution No. 1440-80 for the condemnation of right-of-way for street purposes, part of Lot #54 9 Hanna's Addition.

Approved and Board finds that the amount of Damages to each property listed on said roll are equal $1.00.

Notice to be served on November 21, 1980.

Hearing on Confirmation of Assessment Roll Thursday, Oecember 11, 1980 at 3:30 p.m.

9. Received Assessment Roll of 8enefits and Oamages prepared by the Street Engineering Department for Declaratory Resolution No. 1441-80 for the construction of an overhead structure over a portion of Washington 8lvd. between Calhoun Street and Clinton Street.

Approved and Board finds that the amount of Oamages to each property listed on said roll are equal $1.00.

Notices to be served on November 21, 1980.

Hearing on Confirmation of Assessment Roll Thursday, Oecember 11, 1980 at 3:30 p.m.

10. Received inspection report and Primary Assessment Roll prepared by the Street Engineering Department covering Resolution No. 5860-80 for the construction of sidewalk on 826 Nuttman Avenue.

Approved and Completion Affidavit filed.

Primary Assessment Roll approved.

Advertise Notice of Assessment November 28 and Oecember 5, 1980.

Hearing on Confirmation of Assessment Roll December 18, 1980 at 3:30 p.m.

Notices mailed on December 5, 1980.

11. Received Sewer Improvement Resolution No. 880-80 prepared by the Water Pollution Control Engineering Oepartment for the construction of a main sewer known as LINCOLN PARK ADDITION MAIN SEWER. (Easement Res. 210-80)

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Property Owners November 21 and 28, 1980.

Hearing on Confirmation Thursday, December 11, 1980 at 3:30 p.m.

Mail notices on November 26, 1980.

12. Received Sewer Easement Resolution No. 210-80 for the condemnation of permanent and temporary easements for the purpose to construct, operate, control and amintain a storm sewer line along and across a portion of the Northeast Quarter Section 35, Township 31 North, Range 12 East; County Allen, State of Indiana; bounded on the North by Linden Drive and its extensions; bounded on the East by Ethel Avenue and its extensions; bounded on the West by the west proeprty line of Lincoln Park Addition and its extensions; bounded on the South by Irene Street.

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Property Owners November 22 and 29, 1980.

Hearing on Confirmation Thursday, December 11, 1980 at 3:30 p.m.

Mail notices on November 26, 1980.

13. Received invoice from the Street Engineering Department for Simerman Construction Company, Inc. in the amount of $2,040.50 covering miscellaneous invitational bid projects.

Approved and ordered paid from MVH Funds (P.O. 4-04380).

14. Received invoice of T & F Construction Corp. in the amount of $1,322.62 approved by the Street Engineering Department covering work on Resolution No. 5860-80 Sidewalk at 826 Nuttman Avenue.

Approved and ordered paid by MVH Funds.

15. Received invoice #1 of Hipskind Concrete Corp. in the amount of $31,792.77 prepared by the Street Engineering Department covering work on Resolution No. 5875-80 West Central, Phase V.

Approved and ordered Community Development and Planning to pay invoice.

16. Received invoice of Hipskind Asphalt Corporation in the amount of $56,098.20 prepared by the Street Engineering Oepartment covering 1980 Resurfacing Resolution No. 5889-80. - 1st and 2nd Oistricts.

Approved and ordered paid from 1980 Resurfacing Fund.

17. Received invoice #1 of Gateway Construction Company in the amount of $22,112.98 prepared by the Street Engineering Oepartment covering work on Resolution No. 5887-80 LaREZ IMPACT AREA, Phase III - 8.

Approved and ordered paid by Community Development and Planning.

18. Received invoice #5 of Rieth-Riley Construction Company, Inc. in the amount of $21,022.10 prepared by the Street Engineering Department covering Resolution No. 5821-78 - Resurfacing (N. Washington Road).

Approved and ordered paid by 128-129-4265.

19. Received invoice of Clyde E. Williams & Associates, Inc. in the amount of $23,200.68 approved by the Traffic Engineering Oepartment covering professional services per Agreement dated October 3, 1978 Supplement No. 2 dated November 26, 1979 and Supplement No. 3 dated September 3, 1980. PROJECT H.H.S 200-9 (1) P.E. Coliseum Blvd. Signal Interconnect.

Approved and ordered paid from LRS Account 402-338-338-4327.

20. Received invoice of Gibson, Tourney, Kim, Inc. in the amount of $1,172.84 approved by the Oirector of Transportation for architectural and engineering services rendered through November 10, 1980 for the Civic Center Parking Garage located on the south side of East Washington between Calhoun and Clinton Streets.

Approved and ordered paid by Redevelopment Commission.

21. Received invoice #71-01-310-01-0-94 Howard Needles Tammen & Bergendoff (Steeg) in the amount of $791.59 for construction engineering services for WATER QUALITY CONTROL PROJECT OIVISION I - Water Pollution Control Plant Additions (C-180538-01).

Aprpoved and ordered paid by City Utilities from WPC Utility Fund.

22. Received "Notice of Water Main Extension" for Water Resolution No. 1016-79 prepared by the Water Engineering Oepartment for LUDWIG ROAD ADOITION area.

Approved.

23. Received estimate #2 of Bercot, Inc. in the amount of $37,629.80 approved by the Water Engineering Department covering Water Contract 79-XP-3 West Main Street.

Approved.

Ordered paid by City Utilities from the Water Utility Fund.

24. Received Special Sewer Permit for R. W. Kain, Inc. prepared and approved by the Water Pollution Control Engineering Oepartment for construciton of storm sewer known as Inwood Orive - Forest Avenue Storm Sewer. 25% Maintenance bond is to be furnished when Completion Affidavit is filed.

Approved and permit issued.

Board Order No. 153-80.

25. Received request from Street Engineering Oepartment for approval of proposed maximum fees for PHASE IV and PHASE V and Engineer's estimate for the three rail-road crossing construction work in accordance with agreement dated June 1, 1977 with TURNBELL ENGINEERING COMPANY, INC. (Runnion, Leesburg Road and Lindenwood Road per agreement dated June L, 1977).

Approved.

26. Received invoice #11 of Hagerman Construction Corp. in the amount of $209,337.00 approved by Gibson, Tourney, Kim, Inc. for the construction of Civic Center Parking Garage Resolution No. 67-189-14.

Approved and ordered invoice of Hagerman Construction Corp. paid in the amount of $209,337.00.

No escrow is to be paid.

Payment is to be made from 402-382-382-4200.

27. Received quotations from the Purchasing Agent for the repaving of Traffic Engineering Operations Driving Lanes and Parkway for the Traffic Engineering Department:

HIPSKINO ASPHALT CORP. --------- $12,500.00

WAYNE ASPHALT COMPANY ---------- $11,109.00

DAILEY ASPHALT CO. ------------- $ 9,780.50

RIETH-RILEY CONST. CO. --------- $15,503.25

MOELLERING CONST. CO. ---------- $10,162.45

Accepted bid of Dailey Asphalt Company in the amount of $9,780.50 under Purchase Order No. 4-09258.

Ordered sent to the Common Council on Tuesday, December 9, 1980 at 8:00 p.m.

28. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit or North Eastern Construction Company, Inc. with Guaranty Bond in the amount of $8,168.00 signed by the American States Insurance Company for Sanitary Sewer for SUMMERFIELD I, PHASE II.

Approved.

Ordered acceptance letter written.

29. Received invoice #54 of Hagerman-Shambaugh (joint bidders) in the amount of $56,225.07 approved by HNT & B (H.B. Steeg Div.) for the period of 3/25/80 to 9/10/80 for Water Quality Control Project Division I - Water Pollution Control Plant Additions.

Approved and ordered City Utilities to pay invoice in the amount of $56,225.07.

Also ordered the amount of $2,959.21 paid to Hagerman-Shambaugh Escrow Account at Lincoln National Bank.

Payments are to be made from the Water Pollution Control Utility Fund.

30. A request was received from Moellering Construction Company, 3400 Engle Road, for permission to barricade the intersection at Superior, Ewing and Fairfield on November 24 thru November 26, 1980 at all times.
PURPOSE: Sealing Street.

Approved and permit issued.

31. A request was received from Scherer Plumbing Company, 1529 Roy Street, for permission to barricade the 3630 Harris Road (one lane will remain open) on November 24 thru November 26, 1980 from 9:00 a.m. to 4:00 p.m.
PURPOSE: Sewer Tap.

Approved and permit issued.

32. A request was received from Fort Wayne National Bank, Tom Linnemeier, for permission to barricade on Main Stteet from Clinton to Harrison on Wednesday, November 26, 1980 from 5:45 p.m. to 7:00 p.m.
PURPOSE: City lighting of Christmas Display - Fort Wayne National Bank will be participating.

Approved and permit issued.

33. A request was received from Salvation Army (Captian William Spyker) 1725 S. Calhoun, for permission to barricade at all times sidewalk at Wayne and Calhoun on November 28 through Oecember 24, 1980.
PURPOSE: Place a kettle for raising funds.

Approved and permit issued.

34. Received Agreement for Oetention Pond Maintenance between the City of Fort Wayne and PAYLESS CASHWAYS, INC.

Approved. A true copy is incorporated herein. Ordered sent to the Water Pollution Control Engineering Department for recording.

35. Received the following requests for permission to barricade the following:

(a) Construction Industries, Inc. to barricade the left lane Spy Run Avenue - Lawton Park Nursing Home on Oecember 1 thru Oecember 5, 1980 from 8:30 to 3:00 p.m.
PURPOSE: Construct new sidewalk, curb and drive.
(b) John O. Orummond, 1224 W. Oakdale, for permission to barricade 5524 Radcliffe Ct. on Oec. 6, 1980 from 9:00 a.m. to 10:00 a.m.
PURPOSE: Cut down tree.
(c) R. J. Brandenberger, Inc. 416 E. Pettit, to barricade Calhoun and Clinton first alley south of Berry (Strauss Bldg.) on Friday, Nov. 28, 1980 from 8:00 a.m. to 4:00 p.m.
PURPOSE: Repair fire escape.

Approved and permits issued.

Meeting adjourned at 10:00 a.m.

BOARD OF PUBLIC WORKS

ATTEST:

Clerk

Thursday, November 20, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

M.L. AKERS, H.R. GAMACHE, R. A. STATEN
Sandra E. Kennedy, Clerk

M. L. Akers, R. A. Staten
Sandra Kennedy

1. Continued from November 6, 1980
HEARING ON CONFIRMATION:

Street Lighting Resolution No. 147-80 for the installation of ornamental street lights and underground wiring in CRESTWOOD COLONY ADDITION.

CONFIRMEO.

Advertise Notice to Contractors November 28 and December 5, 1980.

Receive bids on Wednesday, Oecember 10, 1980 at 9 a.m.

Ordered the Street Lighting Engineering Oepartment to prepare bid documents.

2. HEARING ON CONFIRMATION:

(a) Sewer Easement Resolution No. 192-80 for condemnation of permanent and temporary easements for NORTH MAUMEE INTERCEPTOR, PHASE I AND PHASE II.

CONFIRMED.

Ordered the Water Pollution Control Engineering Department to prepare Assessment Roll of Benefits and Oamages.

(b) Sewer Easement Resolution No. 193-80 for condemnation of permanent and temporary easements for TRIER OITCH INTERCONNECT INTERCEPTOR - TRIER ROAO OITCH - MOELLER ROAO.

(c) Sewer Easement Resolution No. 194-80 for condemnation of permanent and temporary easements for TRIER OITCH INTERCONNECT INTERCEPTOR - TRIER DITCH - MEYER ROAD.

(d) Sewer Easement Resolution No. 195-80 for condemnation of permanent and temporary easements for CASSEL HEIGHTS SANITARY SEWER.

(e) Sewer Easement Resolution No. 196-80 for condemnation of permanent and temporary easements for TRIER DITCH - COLONY HEIGHTS.

(f) Sewer Easement Resolution No. 197-80 for condemnation of permanent and temporary easements for ANTHONY WAYNEPUMP STATION.

(g) Sewer Easement Resolution No. 198-80 for condemnation of permanent and temporary easements for TRIER OITCH INTERCONNNECT INTERCEPTOR - TRIER RIDGE PUMP STATION - PAULOING ROAD.

(h) Sewer Easement Resolution No. 199-80 for condemnation of permanent and temporary easements for TRIER OITCH INTERCONNECT INTERCEPTOR ZUBER'S AOOITION.

CONFIRMED.

Ordered the Water Pollution Control Engineering Department to prepare Assessment Roll of Benefits and Damages.

(i) Sewer Easement Resolution No. 200-80 for condemnation of permanent and temporary easements for TRIER OITCH INTERCONNECT INTERCEPTOR RIDGEVIEW HEIGHTS.

(j) Sewer Easement Resolution No. 201-80 for condemnation of permanent and temporary easements for GLENWOOO PARK LIFT STATION.

3. Received Main Sewer Improvement Resolution No. 882-80, estimate, specification, final plans and property ownership list prepared by the Water Pollution Control Engineering Oepartment for the construction of a main sewer, which from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said sewer, but is also intended and adapted for receiving drainage from collateral drains already constructed or which hereafter may be constructed, be and the same is hereby ordered. Across a portion of the Southwest Quarter of Section 27, Township 30 North, Range 12 East: Bounded on the West by the East right-of-way line of Bluffton Road; bounded on the North by a line 200 feet South South of the South right-of-way line of Rehm Orive; bounded on the East by the West right-of-way line of Koester Orive; bounded on the South by a line 280 feet South of the South right-of-way line of Oale Orive. (OALE ORIVE MAIN SEWER).

Adv. Notice to Property Ow... November 28 and December 5, ...

Hearing on Confirmation: Dec. 18, 1980 at 2:00 p.m.

Mailed notices December 5, ...

See 71-161-1 1/7/82 for Resolution 82 adopted and approved.

4. Received Sewer Easement Resolution No. 171-80 final plans and property ownership list prepared by the Water Pollution Control Engineering Oepartment for the condemnation of a permanent sewer easement for the purpose to construct, operate, control and maintain a sanitary sewer line along and across a portion of the Northeast Quarter of the Southeast Quarter of Section 17, Township 31 North, Range 13 East, Allen County. (PARKVIEW AOD. SECTION "C" STORM SEWER OUTFALL EASEMENT.

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Property Owners November 28 and Oecember 5, 1980.

Hearing on Confirmation Oecember 18, 1980 at 3:30 p.m.

Mail notice on Oecember 5, ...

Meeting adjourned 5:30 P.M.

ATTEST:

Sandra E. Kennedy
Clerk

BOARD OF PUBLIC WORKS

Wednesday, December 3, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, H.R. Gamache,
R.A. Staten
Sandra Kennedy

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received driveway applications: — Approved and permits issued.

3202 Alexander ----------Tomei Concrete
810 Aurora Knoll Lane ----------Holida Homes
827 Aurora Knoll Lane ----------Holida Homes
834 Aurora Knoll Lane ----------Holida Homes
815 Larch Lane ----------Holida Homes
1205 Ludwig Park Dr. ----------Lewis Miller & Son
1602 E. Washington ----------Brooks Const.
6319 Wood Rim Run ----------Holida Homes
521 Huffman ----------Tomei Concrete
6310 Woodrim Run----------Holida Homes

4. Received private sidewalk applications: — Approved and permits issued.

810 Aurora Knoll Lane ---------Holida Homes
827 Aurora Knoll Lane ---------Holida Homes
815 Larch Lane ----------Holida Homes
1414 Lumbard ----------Harold McComb
1236 Vermont ----------Duane Newport
317 W. Washington ----------F.J. Tibbitts

5. Received street cut applications: — Approved and permits issued.

4939 Old Decatur Rd.	---	Spatt Plumb.
3925 S. Barr	---	C.U.
6117 Blue Spruce	---	"
1301 Broadway	---	"
1106 S. Calhoun	---	"
6500 S. Calhoun	---	"
Cambridge & State	---	"
Cass & First	---	"
4227 N. Clinton	---	"
2425 S. Coliseum	---	"
Cortland & Clayton	---	"
Cortland & Lillian	---	"
717 Davis	---	Shambaugh & Son
OeWald & Miner	---	C.U.
1213 Eckart	---	Martin Enterprises
First & Harrison	---	C.U.
2107 Gay	---	"
2408 Gay	---	Martin Enterprises
1623 Godfrey	---	C.U.
1508 Hurd	---	Martin Enterprises
2811 Kenwood	---	C.U.
1704 and 1705 Kenwood	---	"
600 Kinsmoor	---	Bercot-Gibson
Lafayette & McKinnie	---	C.U.
4522 Lake (prkstrp)	---	"

4400 Lake	---	C.U.
901 Leesburg	---	"
1212 Leesburg	---	"
3401 McArthur	---	Hewes Inc.
1500 Lakehurst	---	Gene Keller
502 Madison	---	C.U.
4855 Oliver	---	"
261 E. Pettit	---	"
1006 Pinehurst	---	"
1409 E. Pontiac	---	Martin Enter.
5119 Salem Lane	---	C.U.
3530 Shoaf Pk. River Or.	---	"
4923 Stratford Rd.	---	"
Third & Steup	---	"
2901 Warsaw	---	"
812 E. Washington	---	"
4526 Wells Extd.	---	"
Wells & Irene	---	"
White Oak Orive	---	J & G Water & Sewer
3123 Willow Oaks (2)	---	C.U.
319 Brandriff	---	NIPSCO
4024, 4121 and 4102 Patrick Lane	---	"
730 Archer	---	"
4526 N. Wells	---	"
5723 Sandra Lee	---	"
1409 E. Pontiac	---	"
2429 Cass	---	"
1505 & 1508 Hurd	---	"
1601 S. Harrison	---	"
1109 Pinehurst	---	"
2509 Juliette	---	"
350 Oalgren	---	"
2803 Weisser Park	---	"
2220 & 2222 Versailles Vil. Pl.	---	"
710 W. Wildwood	---	"
830 Archer	---	"
4217 Buell	---	"
1223 Wall	---	"
5204 S. Webster	---	"
639 Fifth	---	"
6323 Thaxton	---	"
6332 Thaxton Run	---	"
Allen & N. Clinton	---	C.U.
522 Archer	---	"
2521 Barnhart	---	"
4300 Bowser	---	"
Burgess & St. Marys	---	"
3020 Calhoun (alley)	---	Joe Watkins
3014 N. Clinton	---	C.U.
1213 Eckart	---	"
319 Edgeknoll	---	"
1429 Edgewater	---	"
Edsall 235' N./Jefferds	---	"
3637, 3715 & 3723 Elmhurst (7)	---	Gerald Hartman
2424 Forest Pk. Blvd.	---	Nobis Const.
2408 Gay	---	C.U.
N. Highlands & Clover	---	"
Hinton & Emerson	---	"
4818 Holton	---	"
1508 Hurd	---	"
North r/w Lake from Forest Park to Randalia 1668' (7)	---	Gen. Tele.
Lansing & Viola	---	C.U.
Leesburg & Montclair	---	"
1726 Lofton Way	---	"
5200 McClellan (2)	---	"
McClellan at Fairfax	---	"
McClellan & Paulding Rd.	---	"
200 W. Main	---	"
Melrose & Jessie	---	"
703 Mildred	---	"
507 Mildred	---	"
2321 Montclair	---	"
5002 New Haven	---	"
414 - 416 Nussbaum	---	"
1409 E. Pontiac	---	"
Steup & Emerson	---	"
Taylor & Nelson	---	"
3109 N. Anthony (Vance)	---	Tim Evans Backhoe
Webster & Fleming	---	C.U.
Woodland & Barr	---	"
6117 Blue Spruce	---	NIPSCO

924 W. Dewald	---	NIPSCO
4601 S. Hanna	---	"
2811 Kenwood	---	"
206 W. Packard	---	"
4105 and 4023 Patrick Lane	---	"
1006 Pinecrest	---	"
1114 Rockhill (alley)	---	"
5124 Vermont Lane	---	"

6. RECEIVE BIDS:

Water Contract No. 80-XP-1 for furnishing all materials, labor, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary to install water main including all necessary fittings as follows: 1386 ± LF of 12" water main on Ley Road between Merchandise Drive and Industrial Road.

ALL STAR CONST.	---	$ 49,652.70
BERCOT, INC.	---	51,633.78
BROOKS CONST. CO.	---	38,221.23
BUTLER & BUTLER	---	37,376.00
JOHN OEHNER, INC.	---	42,746.16
GEIGER DEVELOPING	---	38,846.55
GROUND SERVICES	---	33,277.58
RICHARD NESS	---	46,692.17
NORTHEASTERN	---	31,864.40
T & F CONST.	---	40,869.00
T - G EXCAV.	---	32,813.94

Referred to the Water Engineering Department for tabulation and report.

Award contract on Wednesday, December 10, 1980 at 9:00 a.m.

7. RECEIVE BIDS:

Water Resolution No. 1023-80 for the construction of water mains in and along Orlando Drive between Sharon Drive and State Highway #3 (Lima Road) 2016 ±L.F. of 6" Water main.

ALL STAR CONST.	---	$48,552.00
BERCOT, INC.	---	60,017.20
BROOKS CONST.	---	39,845.90
BUTLER & BUTLER	---	46,531.00
JOHN OEHNER, INC.	---	41,893.60
GROUND SERVICES	---	46,185.00
RICHARD NESS EXCAV.	---	33,853.10
T & F CONST.	---	40,611.02
T - G EXCAV.	---	30,686.84

Referred to the Water Engineering Department for tabulation and report.

Award contract on Wednesday, December 10, 1980 at 9:00 a.m.

8.	Received invoice of L. W. Dailey, Inc. in the amount of $36,543.52 approved by the Street Engineering Department covering work on Resolution No. 5871-8D PROGRESS - LEY - LIMA ROAD INTERSECTION. (Final Payment).	Approved and ordered paid from LRS Account #4331.
9.	Received invoice of Dailey Asphalt Products Company, Inc. in the amount of $32,428.06 approved by the Street Engineering Department covering work on Resolution No. 5850-79 for 1979 Resurfacing (Clinton, Calhoun, Spy Run Extended and Wayne Streets).	Approved and ordered paid from Resurfacing Funds encumbered.
10.	Received invoice from Turnbell Engineering Company, Inc. in the amount of $4,654.00 approved by the Street Engineering Department for Railroad Crossing Improvements - Group 2, Anthony, and Anthony & Ardmore.	Approved and ordered paid from LRS Account #4326.
11.	Received invoice of Hipskind Asphalt Corporation in the amount of $39,019.90 approved by the Street Engineering Department for Resolution No. 5886-80 for 1980 Resurfacing 6th Councilmanic District.	Approved and ordered paid from 1980 Resurfacing Fund.
12.	Received Change Order #2 of L. W. Dailey, Inc. in the amount of $2,780.50 approved by the Street Engineering Department covering work on Resolution No. 5882-80 - OXFORD, PHASE V-A.	Approved and ordered sent to the Common Council on December 9, 1980 at 8:00 p.m.
13.	Received Special Street Permit for Gene B. Glick, Inc. approved by the Street Engineering Department or the construction of HEATHERWIND STREET - Richfield Apartments.	Approved and permit issued.
14.	Received Special Sewer Permit for Robert O. Locke, 3606 Harris Road, prepared and approved by the Water Pollution Control Engineering Department for the construction of a sanitary sewer known as Harris Road - Sanitary Sewer Extended - South of Sundown Lane. Maintenance Bond of 25% is to be furnished at time Completion affidavit is filed.	Approved and permit issued. Board Order No. 155-80.
15.	Received Street Lighting Resolution No. 149-80, final plans, estimate, specifications and property ownership list prepared by the Street Lighting Engineering Department for installation of street lighting in Village Woods Area more specifically defined as Maple Grove Avenue from Werling Drive to Hessen Cassel Road, Capitol Avenue from Werling Drive to Maple Grove Avenue, Christofer Lane from Salem Lane to AShcroft Drive, Roberta Drive from Salem Lane to AShcroft Drive and Ashcroft Drive from Christofer Lane to Hessen Cassel Road.	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Property Owners December 26, 1980 and January 2, 1981. Hearing on Confirmation Thursday, January 15, 1981. Mail notices on December 31, 1980
16.	Received inspection report from the Water Engineering Department and Completion Affidavit of H.G. Kleeman, Enterprises, Inc. with Maintenance Bond in the amount of $2,443.50 signed by Indiana Insurance Company for Shannonside, Section II Amended. Water Contract 7811	Approved. Ordered acceptance letter written.

Received inspection report from the Water Engineering Department and Completion Affidavit of Porter Construction Company with Maintenance Bond in the amount of $5,438.14 signed by The American Druggists' Insurance Company for SENECA HILLS Sections IV and V. Contract 8006.	Approved. Ordered acceptance letter written.
Received inspection report from the Water Engineering Department and Completion Affidavit of H. G. Kleeman Enterprises, Inc. with Maintenance Bond in the amount of $8,275.00 signed by Indiana Insurance Company for NEWFIELD EXT. WATER MAIN Contract 8003.	Approved. Ordered acceptance letter written.
Received quotations from the Purchasing Agent for the proposed purchase of pebble lime for the Filtration Plant: MISSISSIPPI LIME CO. --------$46.20/ton fob Chicago. MARBLEHEAD LIME CO. ---------$57.59/ton del. BLACK RIVER MINING CO.-------$39.50/ton + del.	Accepted under Purchase Order No. 98028 - BLANKET PURCHASE ORDER to MARBLEHEAD LIME CO. for $57.59/ton delivered. Ordered sent to the Common Council on Tuesday, December 9, 1980 at 8:00 p.m.
Received a quotations from the Purchasing Agent for the proposed purchase of soda ash for the Filtration Plant: ALLIED CHEMICAL CORP. ------- $86.00/ton HAVILAND PRODUCTS CO. ------- $169.29/ton WARSAW CHEMICAL CO. --------- $86.00/ton	The bid of Allied Chemical Corp. was accepted under Purchase Order No. 9804 for BLANKET PURCHASE ORDER. at $86.00/ton. Ordered sent to the Common Council on Tuesday, December 9, 1980 at 8:00 p.m.
Received quotation from the Purchasing Agent for the proposed purchase of powdered activated carbon for the Filtration Plant: HUSKY INDUSTRIES, Inc. -----$369.95/ton	The bid of Husky Industries, Inc. was accepted for Blanket Purchase Order No. 9805 for the amount of $369.95/ton. Ordered sent to the Common Council on Tuesday, December 9, 1980 at 8:00 p.m.
Received quotation from the Purchasing Agent for the proposed purchase of Ferric Sulfate for the Filtration Plant: CITIES SERVICE COMPANY was only bidder in the amount of $106.25/net ton FOB Copperhill, Tn.	Bid of Cities Service Company was accepted under BLANKET purchase order No. 9806 for the amount of $106.25/net ton. Ordered sent to the Common Council on Tuesday, December 9, 1980 at 8:00 p.m.
Received quotations from the Purchasing Agent for the proposed purchase of Sodium Chlorite for the Filtration Plant: ULRICH CHEMICAL ------------- $124.43 HAVILAND PROD. CO. ---------- $115.00 HERBERT-VERKAMP-CALVERT CHEM.-$145.00	The bid of Herbert-Verkamp-Calvert Chemical Company was accepted under Purchase Order No. 9807 for the amount of $145.00/cwt. Ordered sent to the Common Council Tuesday, December 9, 1980 at 8:00 p.m.
Received quotations from the Purchasing Agent for the proposed purchase of anhydrous ammonia for the Filtration Plant: ULRICH CHEMICAL ---------- $0.19 lb. HERBERT-VERKAMP-CALVERT CHEM. co. --- $0.235 lb.	The bid of Ulrich Chemical Company was accepted under Purchase Order 9808 in the amount of $.19/lb. Ordered sent to the Common Council on Tuesday, December 9, 1980 at 8:00 p.m.

25. Received quotations from the Purchasing Agent for the proposed purchase of Sodium Silicofluoride for the Filtration Plant:

ULRICH CHEMICAL, INC.	---	$15.20
WARSAW CHEMICAL CO.	---	$17.00
JONES CHEMICAL CO.	---	$23.00

The bid of Ulrich Chemical Company was accepted under Purchase Order No. 9809 for the amount of $15.20/CWT.

Ordered sent to the Common Council on Tuesday, December 9, 1980 at 8:00 p.m.

26. Received quotations from the Purchasing Agent for the proposed purchase of potassium permanganate for the Filtration Plant:

ULRICH CHEMICAL CO.	---	$106.20 /C
WARSAW CHEMICAL CO.	---	130.00 /C
HAVILAND PROD. CO.	---	104.00 /C
HERBERT-VERKAMP CALVERT	---	115.00 /C

The bid of Herbert-Verkamp-Calvert Chemical Company was accepted under Purchase Order No. 9810 for the amount of $1.04/lb.

Ordered sent to the Common Council on Tuesday, December 9, 1980 at 8:00 p.m.

27. Received quotation from the Purchasing Agent for the proposed purchase of liquid chlorine for the Water Pollution Control Plant:

ULRICH CHEMICAL CO.	---	$123.75/ton
WARSAW CHEMICAL	---	125.00/ton
HERBERT-VERKAMP-CALVERT	---	164.20/ton
JONES CHEMICAL	---	154.00/ton

The bid of Jones Chemicals Company was accepted under purchase order 9811 for the amount of BLANKET ORDER.

Ordered sent to the Common Council on Tuesday, December 9, 1980 at 8:00 p.m.

28. Received quotations from the Purchasing Agent for the proposed purchase of liquid carbon dioxide for the Filtration Plant:

AIRCO INDUSTRIAL GASES	---	$61.00
CARDOX DIV. KEM TRAN	---	50.00
TERMICE CORP.	---	39.75
LIQUID CARBONIC	---	36.00

The bid of LIQUID CARBONIC CORP. was accepted under Purchase Order No. 9897 for the amount of $36.00/ton (BLANKET ORDER).

Ordered sent to the Common Council on Tuesday, December 9, 1980 at 8:00 p.m.

29. Received AGREEMENT between City of Fort Wayne, Indiana, OWNER, and GIBSON/TOURNEY/KIM, INC., ARTHITECT, for architectural design, planning and engineering for Civic Center Phase II Parking Garage to be located in Block III of the Fort Wayne Redevelopment Commission's Civic Center Renewal Project.

Ordered sent to the Common Council on Tuesday, December 9, 1980 at 8:00 p.m.

A true copy is incorporated herein.

30. Received AGREEMENT between City of Fort Wayne, Indiana, OWNER, and CARL WALKER & ASSOCIATES, INC., Consultant, 2121 Hudson Ave., Kalamazoo, Michigan, 49008, for architectural design, planning and engineering for Civic Center Phase II Parking Garage to be located in Block III of the Fort Wayne Redevelopment Commission's Civic Center Renewal Project.

Ordered sent to the Common Council on Tuesday, December 9, 1980 at 8:00 p.m.

A true copy is incorporated herein.

31. Received quotations from the Purchasing Agent for the proposed purchase of one (1) ten cubic yard dump truck for the Water Pollution Control Plant:

ALLEN COUNTY MOTORS	---	$37,677.00
HEFNER CHEVROLET	---	33,324.00
INTERNATION HARVESTER	---	37,512.98
GENERAL TRUCK SALES	---	32,758.00

The bid of General Truck Sales Corp. was accepted under purchase order 9907 in the amount of $32,758.00.

Ordered sent to the Common Council on Tuesday, December 9, 1980 at 8:00 p.m.

32. Received quotation from Purchasing Agent for the proposed purchase of one (1) four-door sedan for the Water Pollution Control Plant:

POINSATTE MOTORS ----- $5,732.00

The bid of Poinsatte Motors was accepted under Purchase Order No. 9906 for the amount of $5,732.00.

Ordered sent to the Common Council on Tuesday, Oecember 9, 1980 at 8:00 p.m.

33. Received Change Order No. 11 of Hagerman-Shambaugh, Joint Bidders, for the amount of $29,047.00 approved by the Oirector of Water Resources for Contract 77-W-2 - WATERWORKS IMPROVEMENTS FILTRATION PLANT ADDITIONS.

Approved.

Ordered sent to the Common Council on Tuesday, Oecember 9, 1980 at 8:00 p.m.

34. Received quotations from the Purchasing Agent for the proposed purchase of one (1) 1981 van type truck for the Water Maintenance and Service Department:

ALLEN COUNTY MOTORS	---	$6911.00
HEFNER CHEVROLET	---	6635.00
POINSATTE MOTORS	---	No bid
GLENBROOK DODGE	---	8067.00

The bid of Hefner Chevrolet, Inc. was accepted under Purchase Order 9895 in the amount of $6635.00.

Ordered sent to the Common Council on Tuesday, December 9, 1980 at 8:00 p.m.

35. Received inspection report from the Water Pollution Control Engineering Oepartment and Completion Affidavit of Lengacher Construction Company with Guaranty Bond in the amount of $2,500 signed by The Continental Insurance Company for DIEHM MUSEUM Sanitary Sewer Extension.

Approved and ordered acceptance letter written.

36. Received inspection report from the Water Pollution Control Engineering Oepartment and Completion Affidavit of John Hartman Construction Company with Guaranty Bond in the amount of $4,366.14 signed by State Automobile Mutual Insurance Company for OAK GROVE VILLAS SANITARY SEWER.

Approved and ordered acceptance letter written.

37. Received invoice #3 of Reid, Quebe, Allison, Wilcox and Associates, Inc. in the amount of $31,258.25 approved by the Water Pollution Control Engineering Oepartment for COMBINEO SEWER OVERFLOW STUDY (C-180775-01).

Approved and ordered City Utilities to pay invoice in the amount of $31,258.25.

Also pay to Lincoln National Bank & Trust Company (%James Lohman) the amount of $5,516.16 for Reid, Quebe, Allison, Wilcox and Associates, Inc. Escrow Account.

Payments are to be made from the Water Pollution Control Utility Fund.

38. Received ivoice of Reid, Quebe, Allison, Wilcox and Associates, Inc. in the amount of $31,174.56 approved by the Water Pollution Control Engineering Department for professional services as requested by Mr. Boller, Director of Water Resources, in his letter of July 31, 1980. Services includes calibration of the computer river model for 8-4-80 thru 9-13-80.

Approved and ordered paid by City Utilities Accounting Oepartment.

39. Received quotations from the Purchasing Agent for the VIDEO TAPE DOCUMENTATION OF THE ST. JOE AND SPY RUN STUDY AREA FOR THE Water Pollution Control Engineering Department:

MIDWEST VIDEO CO.
TOPEVIDEO, INC.
SOLAR TESTING LABS.
VIDEO MEDIA CORP.

Approved P.O. 9898 for MIDWEST VIDEO, INC. and P.O. [illegible] for VIDEO MEDIA CORP.

40. Received Estimate #5 of Consolidated Rail Corporation in the amount of $5,802.49 approved by the Street Engineering Department covering Wells Street Bridge for service from August thru September 1980.

Approved and ordered paid from [illegible] LRS 4307.

41. Received Special Sewer Permit for Joe Watkins Exc.. Inc. prepared and approved by the Water Pollution Control Engineering Department. 25% Maintenance Bond is to be furnished at time Completion Affidavit is filed. Permit is for 8" Sanitary sewer for 4410 Tielker Road.

Approved and permit issued.

Board Order No. 156-80.

42. Received Special Sewer Permit for Cardinal Industries prepared and approved by the Water Pollution Control Engineering Department. 25% Maintenance Bond is to be furnished at the time the Completion Affidavit is filed. Permit if for storm and sanitary sewers for PLUMWOOD APARTMENTS.

Approved and permit issued.

Board Order No. 157-80.

43. Received invoice from Michael T. Levy Associates in the amount of $4,614.00 as initial payment per contract for design and consulting services for the Solar Retrofit of Central Fire Station No. 1.

Approved and ordered paid by Controller.

44. Received invoice of N. G. Gilbert Corporation in the amount of $13,697.70 approved by the Street Lighting Engineering Department covering work on Street Lighting Resolution No. 141-80 - EAST CENTRAL PHASE V.

Approved and ordered paid by Community Development and Planning.

45. Received Change Order #1 of N. G. Gilbert Corporation in the amount of $15,700.86 approved by the Street Lighting Engineering Department covering work on Street Lighting Resolution No. 140-80 - Northwest Central, Phase IV.

Approved.

Ordered sent to the Common Council on Tuesday, December 23, 1980 at 8:00 p.m.

46. Received Change Order #1 of Brooks Construction Company in the amount of $2,558.82 approved by the Street Engineering Department covering work on Resolution No. 5824-78 - Interstate Industrial Park.

Approved.

Ordered sent to the Common Council on Tuesday, December 23, 1980 at 8:00 p.m.

47. Received Special Street Permit for AFFORDABLE HOMES BY JOHN PELKINGTON, INC. to construct streets in SENECA HILLS, SECTION V - Normandale Drive, Patrick Lane and Trick Avenue.

Approved.

49. Received request from Martin, Inc. 4315 Meyer Road, for permission to barricade corner of Calhoun and Lewis - Northwest corner on December 2, 1980 from 2:00 a.m. to 6:00 a.m. PURPOSE: Demolish building.	Approved and permit issued.
49. Received request from Street Engineering, 7th floor City-County Bldg., for permission to barricade alley between Warsaw and South Monroe on December 8 thru Dec. 20, 1980 at all times. PURPOSE: Alley repairs.	Approved and permit issued.
50. Received request from WOWO, 203 W. Wayne, for permission to barricade 110 E. Berry - sidewalk in front of I & M Bldg. on Monday, December 15, 1980 thru December 24, 1980 at all times. PURPOSE: Penny pitch.	Approved and permit issued.
51. In the matter of Sewer Resolutions for SPY RUN INTERCONNECT INTERCEPTOR on which bids were received on October 7, 1980 and contracts were awarded conditionally on October 29, 1980 the Board now awards contracts as follows: (a) Contract 323-80 to WAYNESFIELO CONSTRUCTION for the amount of $1,099,410.00. (b) Contract 324-80 to 8ERCOT, INC. in the amount of $464,888.60. (c) Contract 325 to 8UTLER & 8UTLER CONSTRUCTION, INC. in the amount of $196,160.00. (d) Contract 326-80 to 8ERCOT, INC.,in the amount of $294,980.00. (e) Contract 327-80 to NORTHEASTERN CONST. INC, in the amount of $493,596.00. (f) Contract 328-80 to GROUNO SERVICES, INC. in the amount of $387,910.00. (g) Contract 329-80 to SCHEIOLEMAN EXCAVATING, INC. in the amount of $330,295.45.	Approved.

Meeting adjourned at 10:30 a.m.

BOARO OF PUBLIC WORKS

ATTEST:

Clerk

Thursday, December 4, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, R. A. Stater
Sandra Kennedy

1. HEARING ON CONFIRMATION:

Sidewalk Improvement Resolution No. 5893-80 for constructing 4" sidewalk and 6" driveway (portion through sidewalk) in the 5200 block of South Anthony from Fairfax south through Lot #18 on the west side and through Lot #17 on the east side.

Continued to Thursday, December 18, 1980 at 3:30

Time up to remonstrate Monday, December 15, 1980 at 5:00 p.m.

2. HEARING ON CONFIRMATION:

Street Lighting Resolution No. 148-80 for the installation of ornamental street lights on Shawnee Drive from Killea Street to Wildwood Avenue and Webster Street from Killea Street to Oakdale Drive.

Continued to Thursday, December 18, 1980 at 3:30

Time up to remonstrate Monday, December 15, 1980 at 5:00 p.m.

3. HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

Curbing Resolution No. 5867-8D for installation of curbing along the south side of Kenwood Avenue from Carew Street to Rolston Street (Lot #471 to 455 Grasmere Heights Addition) also corner walks at Kenwood and Carew and Rolston.

CONFIRMED.

Ordered sent to the Department of Finance.

4. HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

Water Contract No. 1D17-80 for the installation of water main on Ludwig Park Drive from an existing 6" water main on Sharon Drive, westward 465 ± L.F. of 6" water main.

CONFIRMED.

Ordered sent to the Department of Finance.

5. HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

SEWER EASEMENT RESOLUTIONS Nos. 186-80 for SPY RUN INTERCONNECT INTERCEPTOR: 187-8D for HIGHVIEW PARK - EDGEWOOD PARK; 188-8D for SPY RUN INTERCONNECT INTERCEPTDR - ELKRIDGE ADDITION; 189-8D for NEUHAUS INTERCONNECT INTERCEPTOR, PHASE I PIERCE PARK; 19D-8D for NEUHAUS INTERCONNECT INTERCEPTOR, PHASE II WESTGATE-WASHINGTON HEIGHTS; 191-8D for NEUHAUS INTERCONNECT INTERCEPTDR, Phase III Feichter's - Leesburg Addition.

Ordered the Final Assessment Roll in accordance with the findings of the Board.

Remonstrances filed.

6. Received a request from American Legion Post #47, 2710 S. Calhoun, for permission to hold a parade on November 10, 1980 from 7:30 p.m. to 9:00 p.m. Route to be traveled: Calhoun from Baker to Superior - Divisions forming at East and West Baker between Clinton and Harrision and East and West Brackenridge between Clinton and Harrison. Approximate number of persons: 2,000; 25 animals and 25 cars.
PURPOSE: Veterans' Day Parade.

Approved and permit issued.

7. Received a request from American Legion Post #47 for permission to barricade the following streets:
1. Harrision at Baker and Brackenridge
2. Clinton at Baker and Brackenridge
3. South side elevation at Calhoun and Grand
4. Calhoun at Superior.
PURPOSE: Veterans' Day parade.

Approved and permit issued.

8. Regarding recommendation from the Street Engineering Department, Board now RESCINDS all action on Resolution No. 5891-80 for curbs and sidewalks on West Oakdale Drive between South Wayne and Fairfield Avenue. Project will be bid early 1981 and incorporate additional utility improvements.

Approved.

RESCIND ALL ACTION.

Meeting adjourned at 4:45 p.m.

ATTEST:

Sandra E Kennedy
Clerk

Robert Anderson Baker

BOARD OF WORKS

Wednesday, December 10, 1980

Department of Public Works
Office of the Board
Room 910, City County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, R. A. Staten
Sandra Kennedy

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received street cut application: — Approved and permits issued.

3100 Blk. Andre Lane (prkstrp)	---	C.U.
3217 Beaver (prkstrp)	---	"
7102 S. Calhoun (prkstrp)	---	"
3811 Calhoun (alley)	---	Shambaugh & Son
406 E. Camden Dr. (prkstrp)	---	Paul Eichoff
Coliseum S/State (prktrp)	---	C.U.
1423 Clay (prkstrp)	---	Griffin Enterprises
630 W. Creighton (prktrp)	---	C.U.
3200 Crescent	---	"
1200 Curdes (prkstrp)	---	"
1400 Curdes (prkstrp)	---	"
448 W. DeWald (prkstrp)	---	"
726 W. DeWald (prkstrp)	---	"
6102 Downington Dr. (prkstrp)	---	"
2134 Eby	---	"
Edsall & New Haven	---	"
3719 (prkstrp) Elmhurst Dr.	---	Schneck Excav.
6705 Fernwood	---	C.U.
5015 Gaywood	---	"
1809 Gladstone (prkstrp)	---	"
1326 N. Glendale (prkstrp)	---	"
710 Hanover	---	"
912 Hanover (prkstrp)	---	"
710 Hanover (alley)	---	Lengacher Const.
2009 Sundown /Harris Road	---	Scherer Plumb.
Hazelwood E/Crescent	---	C.U.
2800 Hobson Rd.	---	"
1744 Illinois Rd. (prkstrp)	---	"
Junk Ditch Res. #341 (7); 342 (3); 348 (14); 349 (20); 350 (4); 351 (54) cuts 352 (10) cuts	---	City of Ft. Wayne
Kinnard E/Indiana	---	C.U.
No. r/w of Lake at Reed Rd. and west r/w Reed Road from Lake North 863'	---	Gen. Tele.
Lakehurst & Lane (prkstrp)	---	C. U.
303 E. Lexington (prkstrp)	---	"
Ley Rd. bet Merchandise Pl. and Industrial Grass	---	Water Engr.
L. Huntington & Liberty (prkstrp)	---	C.U.
600 Blk. L. Huntington Rd.	---	"
1205 Ludwig Pk. Drive (prkstrp)	---	"
707 W. Ludwig (prkstrp)	---	"
2509 E. Maple Grove	---	"
3405 Inwood (prkstrp)	---	C.U.
Jefferson & Ewing	---	"

6115 Oregon (prkstrp)	---	C.U.
Orlando Dr. bet. Sharon & State #3	---	Water Engr.
3516 Owaissa Way	---	C.U.
2413 Oxford	---	"
2601 Oxford	---	"
Pearl & Harrison	---	"
2400 Pennsylvania	---	"
1525 Production Rd.	---	"
2525 Randall Rd.	---	"
Reed Rd. & Nevada	---	"
2905 Reynolds	---	Scherer Plumb.
3105 Robinwood (prkstrp)	---	J & G Water & Sewer
St. Joe Rd. & St. Joe Ctr.	---	C.U.
W. State, E/Tyler	---	"
3523 E. State	---	C.U.
5700 E. State (prkstrp)	---	North Eastern Const.
S. Wayne & W. Creighton	---	C.U.
1336 E. Wayne	---	"
2007 Vance (prkstrp)	---	"
813 Ventura Lane (prkstrp)	---	"
827, 824 and 806 Larch Lane	---	NIPSCO
1700 Taylor	---	"
1600 Fairfield	---	"
7216 Snow Fall	---	"
1125 Ludwig Pk. Dr.	---	"
1012 W. Wayne (prkstrp)	---	"
226 E. Williams (prkstrp)	---	"
3631 Elmhurst (prkstrp)	---	"
1118 Oak (alley)	---	"
1110 Oak (alley)	---	"
1828 W. Main (alley)	---	"
1118 S. Harrison	---	"

4. Received driveway applications:

Approved and permits issued.

3304 Fairfield (Peoples Trust Bank)	--	Robt. Crosby, Inc.
1015 Putnam	----------	Leininger Excav.
831 Larch Lane	----------	Holida Homes
6310 Wood Rim Run	----------	Holida Homes
201 E. Congress (Kenilworth)	---------	Winford Sides

5. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Water Engineering Department for Water Resolution No, 1023-80 for the installation of water main extension on Orlando Drive.

Award contract to T & G Excavating, Inc. at and for their bid in the amount of $30,686.84.

Ordered the Water Engineering Department to prepare contract.

6. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Water Engineering Department for Water Resolution No. 80-XP-1 for the construction of 1386 ± LF of 12" water main on Ley Road between Merchandise Drive and Industrial Road.

Award contract to Northeastern Construction Company at and for their bid in the amount of $31,864.40.

Ordered the Water Engineering Department to prepare contract.

7. RECEIVE BIOS:

Street Lighting Resolution 147-80 for the installation of ornamental street lighting in Crestwood Colony Addition -

Referred to the Street Lighting Engineering Department for tabulation and report.

Award contract on Wednesday, December 17, 1980 at 9:00 a.m.

	PHASE I	PHASE II
BIGGS ELEC. CO.	-$51,443.74	$46,491.76
N. G. GILBERT	- 69,839.25	62,905.75
SERVICE ELECTRIC, INC.	- 75,352.00	67,127.00
T & F CONST. CO.	- 55,979.85	50,356.20
WEIKEL LINE COMPANY	- 39,890.65	39,680.95

8. Received private sidewalk applications:

831 Larch Lane ---------- Holida Homes
911 Calhoun ---------- Hipskind Asphalt

Approved and permits issued.

9. Received invoice of John Oehner, Inc. in the amount of $61,162.68 prepared by the Water Pollution Control Engineering Oepartment covering HARBER DITCH PHASE III INTERCONNECT. (Res. 309-80).

Ordered the amount of $50,000. be paid John Dehner, Inc. and amount of $11,162.68 be retained until acceptance per Sewer Extension Agreement between City and John Dehner, Inc.

Ordered City Utilities to pay invoice from Water Pollution Control Utility Fund.

10. Received invoice of Wayne Asphalt and Construction Company in the amount of $8,114.90 (retainage) prepared by the Street Engineering Oepartment covering work on Resolution No. 5890-80 - Resurfacing in the 4th and 5th Councilmanic Oistrict.

Approved and ordered by 1980 Resurfacing Fund.

11. Received invoice of Oailey Asphalt Products Co. in the amount of $30,849.24 (retainage) prepared by the Street Engineering Department covering work on Resolution No. 5849-80 - Resurfacing carry over - Oxford, Main and Bluffton Road and Old Trail Road.

Approved and ordered paid from 1979 Resurfacing.

12. Received invoice of Hipskind Asphalt Corp. in the amount of $4,335.54 (retainage) prepared by the Street Engineering Department covering Resolution No. 5886-80 1980 Asphalt Resurfacing 6th Councilmanic Oistrict.

Approved and ordered paid from 1980 Resurfacing.

13. Received invoice of Oailey Asphalt Products Company, Inc. in the amount of $5,677.89 (retainage) approved by the Street Engineering Department covering Resolution No. 5850-79 - Resurf acing Clinton, Calhoun, Spy Run Extended and Wayne Street.

Approved and ordered paid from 1979 Resurfacing Fund.

14. Received invoice of Clyde E. Williams & Assoc. in the amount of $181.90 approved by the Street Engineering Department covering professional services from September 24, 1980 through October 25, 1980 per Engineering Agreement. LAKE AVENUE.

Approved and ordered paid from LRS Account 4334.

15. Received invoice of Clyde E. Williams & Assoc., Inc. in the amount of $854.18 approved by the Street Engineering Department covering professional services from September 29, 1980 through October 25, 1980 for CRESCENT AVENUE.

Approved and ordred paid from LRS #4317.

16. Received invoice of Oailey Asphalt Products Company, Inc. in the amount of $7,139.14 approved by the Street Engineering Oepartment covering retainage on Resolution No. 5851-79 for Resurfacing Anthony Boulevard.

Approved and ordered paid from 1979 Resurfacing Fund.

17. Received Change Order #2 of Dailey Asphalt Products Company in the decreased amount of $28,524.84 approved by the Street Engineering Department covering 1979 Resurfacing on Resolution No. 5850-79 - Spy Run Extended. C.O. #2 $17,145.52 decrease for 5851-79;

Approved.

also C.O. #2 $45.68 decrease for 5849-79 and C.O. #1 for 5890-80.

18. Received Change Order #2 of Dailey Asphalt Products Company, Inc. in the decreased amount of $45.68 approved by the Street Engineering Department covering Resolution No. 5849-79 - 1979 Asphalt Resurfacing.

Approved.

19. Received RESOLUTION NO. 70-71-19

WHEREAS, the Fort Wayne Community Schools has petitioned and requested the Fort Wayne City Plan Commi-sion to hold a public hearing upon the vacation of the following public alley in Fort Wayne, Allen County, to-wit:

An Alley running south from Rose Lane which runs parallel to the west of Hoagland Avenue, etc.
Also, that portion of the alley commencing at the southwest corner of Lot 8 in Burrow's Subdivision etc.

Approved. A true copy is incorporated herein.

20. Received RESOLUTION NO. 70-71-20:

WHEREAS, Zion Lutheran Church, 2313 So. Hanna Street in the City of Fort Wayne, Allen County, have petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following publid alley in the Fort Wayne, Allen County to-wit:

"The West 165 feet of the first alley south of Creighton Avenue lying between Hanna Street and Weisser Park Avenue, etc.

Approved. A true copy is incorporated herein.

21. Received Water Contract 8012 for GENE B. GLICK COMPANY, INC. for the installation of water main on Heaterwind Drive from Reed Road westward - 765 ± LF of 6" water main. Agreement is between Fort Wayne Water Utility of the City of Fort Wayne and Gene B. Glick Company, Inc.

Approved.

22. Received Water Contract 8015 for CARDINAL INDUSTRIES, INC. and the FORT WAYNE WATER UTILITY of the City of Fort Wayne, Indiana, for the installation of water main in Lakehurst Drive from Vermont Lane northward to its northern terminus - 180 ± LF of 6" pipe.

Approved.

23. Received invoice #22 of Hagerman - Shambaugh, Joint Bidders, in the amount of $43D,D07.05 approved by the Consulting Engineers, McNamee, Porter and Seeley and Director of Water Resources covering work on Contract 77-W-2 - Water Works Improvements - Filtration Plant Additions.	Approved and ordered the amount of $430,007.05 paid to Hagerman-Shambaugh. Also, ordered the amount of $22,631.95 paid to Hagerman-Shambaugh Escrow Account at Fort Wayne National Bank. Payments are to be made from Water Utility Fund.
24. Received invoice of Ground Services, Inc. in the amount of $19,317.45 approved by the Water Pollution Control Engineering Department covering work on Sewer Resolution No. 3D4-78 - ARDMORE - COVINGTON AREA.	Approved and ordered paid by City Utilities from the Water Pollution Control Utility Fund.
25. Received invoice #12 of Hagerman Construction Corp. in the amount of $90,D83.00 approved by Gibson, Tourney, Kim, Inc., architects, for the construction of Civic Center Parking Garage #67-189-14	Approved and ordered paid from Fund #382.
26. Received invoice 70-1D-21D-01-27 of McNamee, Porter and Seeley in the amount of $12,831.73 approved by the Director of Water Resources covering engineering services per contract between the City and the Engineers dated December 7, 197D and Amendment No. 1 dated March 3D, 1977. (77-W-1 and 11 and 111).	Approved and ordered paid by City Utilities from the Water Utility Fund.
27. Received request from Street Engineering Department for repair of HANDRAIL - 1DD West State Blvd. Simerman Construction Company quoted price of $1,459.00 to do this work.	Approved. Ordered Purchase Order Payment is to be made from MVH Fund.
28. Received invoice of Simerman Construction Company, Inc. in the amount of $1,4D6.14 approved by the Street Engineering Department covering repair of concrete curb on Roberta Drive.	Approved and ordered paid under Purchase Order No. 4-09198 from MVH Fund.
29. Received invitational bids from the Street Engineering Department for Miscellaneous work wingwalk replacement and cutback as well as alley restoration, etc. Low bid was Continental Construction Company in the amount of $3,888.DD. Taylor & Freeman and Walnut St.	Approved and ordered under purchase order from MVH Funds.
3D. Invitational bids were received by the Street Engineering Department for miscellaneous projects for sidewalk, curb and wingwalk replacements. Hipskind Concrete Corporation was low bidder in the amount of $2,D11.7D. Columbia, Woodward & Dodge an- Bolton & State.	Approved and ordered under purchase order from MVH Funds.
31. Invitational bids were received by the Street Engineering Department for miscellaneous projects for restoration of sidewalk, curb and wingwalks. Hipskind Concrete Corporation was low bidder in the amount of $2,29D.44. (McKinnie and Thieme Drive area).	Approved and ordered under purchase order from MVH Funds.

32. Received request from Street Engineering Department for restoration of alley approach at 512- 514 Kinsmoor. 8rooks Construction Company submitted a bid of $495.00.

Approved and ordered paid from MVH Funds.

33. Received recommendation that invoice of Couchman-Conant, Inc. in the amount of $1,815.00 be paid for Raytek Raynger II. Approved by the Street Engineering Department.

Approved and ordered paid from MVH Funds.

34. Received Assessment Roll of 8enefits and Damages for North Maumee Interconnect Interceptor Easements prepared by the Water Pollution Control Engineering Department as follows:

Sewer Easement Resolutions Numbers 192-80, 193-80, 194-80, 195-80, 196-80, 197-80, 198-80, 199-80, 200-80, and 201-80.

Approved.

Notices to be served on December 18 and 19, 1980.

Hearing on Confirmation of Assessment Roll Thursday, January 8, 1980 at 3:30 p.m.

35. RESOLUTION No. 70-73-35

WHEREAS, the Board of Public Works has caused to be constructed the Kruge Place Addition, Savoie's Subdivision Santiary Sewer - Resolution No. 302, herein referred to as 'SEWER', and

WHEREAS, the total cost of construction of said "SEWER" is represented to be $245,075.01, and

WHEREAS, said "SEWER" outfalls into the Waynedale Interceptor - Res. 135, and

WHEREAS, said Waynedale Interceptor - Res. 135 provides for an Area Connection Charge of $337.00 per acre for an area encompassing the benefitted area of said "SEWER", and

WHEREAS, the City of Fort Wayne has contributed $79, 535.15 in oversizing costs for the construction of said "SEWER", and

WHEREAS, it is planned to extend the Lower Hunting Road Interceptor west to Smith Road, as shown on Exhibit "8" at an estimated cost of $100,000.00,

NOW, THEREFORE, be it resolved by the 8oard of Pulbic Works:

1. LOCAL CHARGE - see contents.
2. AREA CHARGES - see contents.
3. See addition established.
4. Normal tap permit.
5. Reserve right to reduce or waive charges.
6. Connection fees.

All connection charges shall be paid prior to the time of connection.

Adopted this 10th day of December, 1980.
A true copy is incorporated herein.

36. Received Grant from PENN CENTRAL CORPORATION and FORT WAYNE AND JACKSON RAILROAD COMPANY for Permanent Easement re: Racquet Drive - Water Contract 7920 - 8.0. 177-79.

Approved. A true copy is incorporated herein.

37. RESOLUTION NO. 70-73-37

Received resolution for essentially establishing two items:
1. The Quarter Century Club and
2. Outstanding performance of employees in City Utilities.
prepared by Director of Water Resources.

Approved. A true copy is incorporated herein.

38. Received Acceptance for partial work completed on WATER QUALITY CONTROL PROJECT recommended by HNT & B (Steeg) for: (EPA - C 180538 01).

    Sp. Item #29 Varible Frequency Drive System for Raw Sewage Pumps. (Aquatrol & Elec. Machinery).

    Approved.
    Date of acceptance: October 30, 1980.

39. Received Special Sewer Permit for Gary R. Pulfer prepared and approved by the Water Pollution Control Enginreirng Department for sanitary sewer known as University Medical Park Sanitary Sewer. 100% maintenance bond is to be furnished when Completion Affidavit is filed.

    Approved and permit iss...

    Board Order No. 158-80.

40. Received invoice #16 of Shambaugh & Son, Inc. in the amount of $76,258.84 approved by the Consulting Engineers, McNamee, Porter and Seeley, and Director of Water Resources covering work on Contract 77-W-3 - WATER WORKS IMPROVEMENTS - St. Joseph Dam and Pump Station.

    Approved and ordered the ... of $76,258.84 paid to Sh... & Son, Inc.

    No escrow to be paid Escrow ...

    Payment is to be made fro... Water Pollution Control ... Fund.

    RELEASE OF ESCROW authoriz... in the amount of $24,059.... given to Shambaugh & Son, ... Fort Wayne National Bank to advance contractor.

Meeting adjourned at 10:55 a.m.

ATTEST: Sandra E Kennedy
Clerk

BOARD OF PUBLIC WORKS

Thursday, December 11, 1980

Department of Public Works
Office of the Board
Room 910, City County Building
Regular meeting held at 3:30 p.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, R. A. Staten

Sandra Kennedy

1. HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

Declaratory Resolution No. 1440-80 for the condemnation of right-of-way for street purposes part of Lot #549 Hanna's Addition (West Main Street area).

CONFIRMED.

Ordered sent to the Department of Finance.

2. HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

Declaratory Resoluton No. 1441-80 for the construction of an overhead structure over a portion of Washington Blvd. between Calhoun Street and Clinton Street.

CONFIRMED.

Ordered sent to the Department of Finance.

3. HEARING ON CONFIRMATION:

Sewer Resolution No. 880-80 for the construction of storm sewer to serve Lincoln Park Addition area.

Continued to Thursday, December 18, 1980 at 3:30 p.m.

4. HEARING ON CONFIRMATION:

Sewer Easement Resolution No. 210-80 for the condemnation of permanent and temporary easements for the construction of storm sewer bounded on the North by Linden Drive and its extensions; bounded on the East by Ethel Avenue and its extensions; bounded on the West by the west property line of Lincoln Park Additon and its extensions; bounded on the South by Irene Avenue.

Continued to Thursday, December 18, 1980 at 3:30 p.m.

5. HEARING ON CONFIRMATION:

(a) Sewer Easement Resolution No. 202-80 for permanent and temporary JUNK DITCH INTER-CONNECT INTERCEPTOR EASEMENT.

CONFIRMED.

(b) Sewer Easement Resolution No. 203-80 for permanent and temporary COVINGTON ROAD - COUNTRY CLUB EASEMENT.

Ordered the Water Pollution Control Engineering Department to prepare Assessment of Benefits and Damages.

(c) Sewer Easement Resolution No. 204-80 for permanent and temporary JUNK DITCH INTERCONNECT INTERCEPTOR COUNTRY CLUB - LANGFORD OAKS EASEMENT.

Remonstrances filed.

(d) Sewer Easement Resolution No. 205-80 for permanent and temporary JUNK DITCH INTERCONNECT INTERCEPTOR POPLAR RIDGE ADDITION SECTION I & II.

(e) Sewer Easement Resolution No. 206-80 for permanent and temporary ANSLEY ACRES -LAGRO RESERVE SANITARY SEWER EASEMENT.

(f) Sewer Easement Resolution No. 207-80 SPRUNGER LIFT STATION ELIMINATION.

(g) Sewer Easement Resolution No 208-80 for permanent and temporary JUNK DITCH INTERCONNECT INTER-CEPTOR - ELMCREST ADDITION EASEMENT.

(h) Sewer Easement Resolution No. 209-80 for permanent and temporary JUNK DITCH INTERCEPTOR - Westwood Addition.

Meeting adjourned at 5:55

ATTEST:

Sandra E Kennedy
Clerk

BOARD OF PUBLIC WORKS

Tuesday, December 16, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

1. Bids received on JUNK DITCH INTERCONNECT INTERCEPTOR - 341, 342, 345, 347, 348, 349, 350, 351 and 352-80:

	Res. 341-80	342-80	345-80	347-80	348-80	349-80	350-80	351-80	352-80
ALL STAR				278,758.75					
BERCOT, INC.	704,974.10	-------	487,882.70	220,087.80	922,049.25	323,090.25	214,198.40	----------	178,768.55
BUSCH, INC.	797,161.95	1,486,029.25	895,634.00	----------	908,756.50	----------	----------	----------	----------
BUTLER & B									
CURNER	----------	----------	----------	233,235.50	----------	----------	192,379.70	----------	----------
OAILEY	----------	----------	484,756.85	206,497.00	----------	----------	----------	----------	----------
OEHNER	669,963.85	1,329,013.80	499,045.75	----------	814,860.55	261,722.45	----------	513,562.90	----------
EARTH	----------	----------	----------	202,784.55	727,745.00	----------	167,842.10	----------	----------
FERRERA	688,920.00	1,579,275.00	----------	----------	----------	----------	----------	----------	----------
FLEMING	----------	----------	----------	303,596.50	876,415.25	----------	219,586.00	----------	----------
HARTMAN	----------	----------	----------	202,880.00	----------	----------	173,042.50	----------	----------
HIPSKIND	----------	----------	----------	233,260.00	899,922.00	288,470.00	195,747.00	----------	----------
LENGACHER	----------	----------	----------	186,980.00	----------	----------	----------	----------	----------
MOELLERING	----------	----------	----------	283,291.25	----------	----------	----------	----------	----------
NESS	----------	----------	392,195.30	181,495.25	----------	273,167.25	166,972.75	----------	----------
NOBIS	----------	----------	456,657.50	----------	----------	----------	----------	900,035.00	179,927.00
REED, RALPH	----------	----------	558,384.50	----------	967,582.50	----------	----------	----------	----------
T & F	----------	----------	505,808.79	245,402.35	----------	----------	199,799.90	----------	----------
T & G	----------	----------	536,809.55	205,842.15	----------	236,652.90	179,271.50	597,194.75	----------
SCHEIDLEMAN	----------	----------	----------	----------	----------	----------	----------	----------	----------
WAYNESFIELD	793,896.00	----------	----------	----------	----------	----------	----------	746,720.50	----------
WINZELER	644,070.00	1,277,562.00	----------	----------	652,385.00	----------	----------	476,890.30	----------

Bids referred to the Water Pollution Control Engineering Department for tabulation and report.

Award contract on Tuesday, December 23, 1980 at 9:00 a.m.

2. Received the following Contracts for St. Joe Interconnect Interceptor prepared by the Water Pollution Control Engineering Oepartment:

Approved.

Ordered sent to the Common Council on Tuesday, December 23, 1980 at 8 p.m.

(a) Contract 310-80, PHASE II BUSCH, INC. in the amount of $1,256,596.25.
(b) Contract 310-80, PHASE III,JOE R. NORMAN in the amount of $2,055,834.60.
(c) Contract 310-80, PHASE IV, ROCCO FERRERA & CO., INC.in the amount of $2,485,490.00.
(d) Contract 311-80, L. W. OAILEY, INC. in the amount of $552,568.20.
(e) Contract 312-80 in the amount of $914,484.00 WEITZEL CONSTRUCTION.
(f) Contract 313-80, EARTH CONSTRUCTION in the amount of $526,350.80.
(g) Contract 314-80, PHASE I - EARTH CONSTRUCTION in the amount of $806,316.05.
(h) Contract 314-80 PHASE II, BERCOT, INC. in the amount of $ 706,091.50.
(i) Contract 315-80 EARTH CONSTRUCTION in the amount of $316,059.50
(j) Contract 316-80 EARTH CONSTRUCTION in the amount of $376,681.35.
(k) Contract 317-80 JOHN HARTMAN in the amount of $151,737.40.
(l) Contract 320-80 SCHEIOELMAN in the amount of $57,690.00.
(m) Contract 321-80 T & G EXCAVATING, INC. in the amount of $169,846.00.

3. Received the following Contract for Spy Run Interconnect Interceptor prepared by the Water Pollution Control Engineering Oepartment:

Approved.

Ordered sent to the Common Council on Tuesday, Oecember 23, 1980 at 8 p.m.

(a) Contract 323-80 to WAYNESFIELD CONSTRUCTION for the amount of $1,099,410.00.
(b) Contract 324-80 to BERCOT, INC. in the amount of $464,888.60.
(c) Contract 325-80 to BUTLER & BUTLER CONSTRUCTION, Inc. in the amount of $196,160.00.
(d) Contract 326-80 to BERCOT, INC. in the amount of $294,980.00.
(e) Contract 327-80 to NORTHEASTERN CONSTRUCTION in the amount of $493,596.00.
(f) Contract 328-80 to GROUNO SERVICES, INC. in the amount of $387,910.00.
(g) Contract 329-80 to SCHEIOLEMAN EXCAVATING, INC. in the amount of $330,295.45.

Meeting adjourned at 10:00 a.m.

ATTEST: Sandra E Kennedy
Clerk

BOARD OF PUBLIC WORKS

Wednesday, Decemember 17, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN — H.R. Gamache, R. A. Staten
Sandra E. Kennedy, Clerk — Sandra Kennedy

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received private sidewalk applications: — Approved and permits issued.

1823, 1829, 1915 and 1923 Randalia--- Simerman Const.

4. Received driveway application: — Approved and permits issued.

125 E. Washington (I & M Peoples Trust)---Hipskind Asphalt

5. Received street cut applications: — Approved and permits issued.

4000 Blk. Barr (prkstrp)	---	C.U.
Baxter E/Hanna	---	"
1921 Brown	---	"
3904 N. Clinton	---	"
2500 S. Clinton	---	"
4100 Blk. N. Clinton	---	"
1339 E. Creighton	---	"
2913 Drexel	---	"
3637 Elmhurst	---	"
2639 Ethel	---	"
Freuhauf & Manford	---	"
3518 S. Harrison	---	"
Holton & McKee	---	"
S/E cor. Huffman & Sherman	---	Traffic Engr.
2300 blk. W. Jefferson	---	C.U.
526 Kenwood	---	"
4024 Lower Huntington Rd.	---	"
McKinnie W/ Wayne Trace	---	"
1526 W. Main	---	"
5211 Old Mill Road	---	"
4513 Plaza	---	"
4902 Salem Lane	---	"
6122 Southcrest Rd.	---	"
3900 Blk. E. State	---	"
5021 Stony Run Ct.	---	"
Tecumseh & Columbia	---	"
Various locations No. Maumee Interceptor (56 cuts)	---	City of Ft. Wayne
4724 Warsaw	---	C.U.
701 Warwick	---	"
227 W. Washington Ctr. Rd.	---	"
801 E. Wayne	---	"
E. Wayne W/Francis	---	"
2803 and 2807 Weisser Park	---	"
Woodland & Harrison (3)	---	NIPSCO
6314 Reserve Line Rd.	---	"
855 Edgewater (alley)	---	"

3715 E. Washington/37Dl Maumee	---	NIPSCO
406 Lillian (alley)	---	"
4651 Hanna	---	"
2922 John	---	"
2219 Florida (alley)	---	"
134D Scott	---	"
913 Huffman	---	"
2410 St. Marys	---	"
55D8 Breconshire	---	"
1136 S. Calhoun	---	"
1119 Senate	---	"

6. Pursuant to report from the City Utilities Auditing Department listing unpaid Revenue Miscellaneous Accounts - Write-offs as per list submitted: WATER: $4,634.5D and SEWER: $2,545.69 (total $7,180.19). — Approved.

7. Received invoice #4 of T & F Construction Corp., Inc. in the amount of $6,932.91 approved by the Street Engineering Department covering work on Resolution No. 5868-80 - East Central Neighborhood, Phase V. — Approved and ordered paid by Community Development and Planning.

8. Received invoice #2 of Gateway Construction Co. in the amount of $4,D27.77 approved by the Street Engineering Department covering work on Resolution No. 5884-8D - Oxford Neighborhood, Phase V- B. — Approved and ordered paid by Community Development and Planning.

9. Received invoice of Butler, Fairman and Seufert, Inc. in the amount of $1,900.5D approved by the Street Engineering Department covering City's 30% share in connection with EWING - Fairfield - WELLS STREET BRIDGE for October 1, 1980 thru October 31, 198D. — Approved and ordered paid by Account #43D7 - LRS Account.

10. Received invoice #13 Of Moellering Construction Company, Inc. in the amount of $68,642.34 approved by the Street Engineering Department covering work on EWING - FAIRFIELD - WELLS STREET BRIDGE. Amount is 30% - City's Share. — Approved and ordered paid by Account #43D7 - LRS Account.

11. Received invoice of Butler, Fairman and Seufert, Inc. in the amount of $1,233.75 approved by the Street Engineering Department covering City's 3D% share in connection with EWING - FAIRFIELD - WELLS STREET BRIDGE FOR November 1, 1980 to November 3D, 1980. — Approved and ordered paid from LRS Account #43D7.

12. MEMORANDUM OF AGREEMENT

Rental agreement between the Board of Public Works of the City of Fort Wayne, and the Allen County Board of Commissioners, whereby the Board of Public Works will lease 100 parking spaces on the Clinton Street Old Fort Parking Lot to the Allen County Board of Commissioners at a rate of 35 cents per day per space or $175.00 per week for a term of one year, beginning January 1, 1981 and ending December 31, 1981. Amount due to Board of Public Works under this rental agreement shall be paid to the Board of Public Works by deducting monthly rental from the City-County Building Maintenance payment. This agreement subject to renewal on January 1, 1982, upon agreement by both signing parties.

Approved. A true copy is incorporated herein.

Signed by Allen County Board of Commissioners
and Board of Public Works

13. SEWER TAP AGREEMENT REIMBURSEMENT:

Permission is hereby granted to following to tap sewer to serve following locations:

(a) CENTRAL MOTOR PARTS, 4.15 acres per agreement No. SC-70-3 for the amount of $304.69 to FOURTEEN TWENTY-FOUR CORP. per March 5, 1973.

(b) WAYNE COOPERATIVE, INC. to serve 3651 N. Clinton Street per agreement No. S-71-78 dated April 12, 1978 between Joseph Zurzolo.

(c) RIVERVIEW CARE CENTER, 2827 Northgate Dr. ---$4,297.00
CANTEBURY GREEN SEC. 8 ----------$6,119.30
LYNN BOSLER ----------$1,871.00

per agreement SC-72-4 dated January 27, 1972 between RIVIERA PLAZA, INC. ($12,287.30 collected).

(d) JEFFREY STINEBERG, 4905 Hatfield Road ---- $ 382.83
McALISTER MACHINERY, 2418 Coliseum Blvd. West --- $285.00

Reimburse as follows: HELEN HOWER - 31.7% ---$382.83
and
Reimburse also: FORTMEYER, INC.68.3% ---$824.82

per agreement SC-64-3 dated November 19, 1964 between Alton P. Hower & Fortmeyer, Inc. ($1,207.65 collected).

(e) MAX WAKELAND, 1004 W. DuPont Rd. ------ $1,100.69
EARL MORRIS, 932 W. DuPont Rd. -------- $1,064.00

per agreement Woodmont, Sec. I dated September 29, 1976 with MEISTER-GRABER, INC. total amount of $2,164.69.

it is further conditioned upon a sewer tap permit being taken out with WATER/SEWER SERVICE PERMIT ROOM.

Approved.

Ordered the City Utilities to remit the sums stated to the respective parties holding agreements.
Applicants have deposited with the City monies as set out in the Special Sewer Tap Agreements.

14. Received quotations from the Purchasing Agent for the proposed BLANKET purchase for 1981 requirements for electric lamps estimated at $30,000.00 for the Street Lighting Engineering Department:

Bid of CENTRAL SUPPLY COMPANY was accepted under P.O. 9965.

15. Received Special Sewer Permit for R. W. Kain, Inc. prepared by the Water Pollution Control Engineering Department for the construction of a storm and sanitary sewer to serve Coldwater Party Center - 5430 Coldwater Road. 25% of Bond is to be furnished when Completion Affidavit is filed.

Ordered sent to the Common Council on Jan. 13, 1981 at 8:00 p.m.
Approved and Special Sewer Permit issued.

Board Order No. 159-80.

16. Received quotatations from the Purchasing Agent for the proposed LEASE of one IBM 3350 Model B-2 Storage Device for a 24 month lease at $941.00 per month for the DATA PROCESSING DEPARTMENT:

Bid of IBM CORPORATION was accepted under P.O. 2591.

Ordered sent to the Common Council on January 13, 1981 at 8:00 p.m.

17. Received quotation from the Purchasing Agent for the proposed purchase of one 1981 St. Regis four-door sedan for the Street Engineering Department:

    GLENBROOK DODGE, INC. --------- $7,082.91

    The bid of Glenbrook Dodge, Inc. was accepted under Purchase Order 4-D9423 in the amount of $7,082.91.

18. Received inspection report from the Street Engineering Department and Maintenance Bond of North Eastern Construction Company in the amount of $11,250 signed by American States Insurance Company for SPECIAL STREETS - SUMMERFIELD I, Phases I and II (Larch Lane, Thaxton Place, Wood Rim Run, Ridgemont and Aurora Knoll Lane).

    Approved and ordered acceptance letter written.

19. Received plat for STONEY CREEK EAST submitted and approved by the City Plan Commission.

    Approved.

20. Received invoice of Penn Central Corp. in the amount of $236.71 approved by the Street Engineering Department covering rent charges 6-14-80 thru 9-12-80 in connection with FAIRFIELD - EWING - WELLS ST. BRIDGE PROJECT.

    Approved. Pay from LRS #4307.

21. AWARD CONTRACT:

    Street Lighting Improvement Resolution No. 147-80 for the installation of Crestwood Colony Addition ornamental street lighting.

    Contract awarded to The Weikel Line Company, Inc. in the amount of $39,890.65 for PHASE I.

    Contract awarded to the Weikel Line Company. Inc. in the amount of $39,680.95 for PHASE II.

    Ordered the Street Lighting Engineer Department to prepare contract and necessary documents.

Meeting adjourned at 10:15 a.m.

ATTEST:

Clerk

BOARD OF PUBLIC WORKS

Thursday, December 18, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 2:00 p.m. and 3:30 p.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

H.R. Gamache, R. A. Staten
Sandra Kennedy

2:00 p.m.

1. HEARING ON CONFIRMATION:

Sewer Improvement Resolution No. 882-80 for sewer to serve the following area: Bounded on the West by the East right-of-way line of Bluffton Road; bounded on the North by a line 200 ± feet South of the South right-of-way line of Rehm Drive; bounded on the East by the West right-of-way line of Koester Orive; bounded on the South by a line 280 ± feet South of the South right-of-way line of Oale Orive.

Continued to Thursday, January 15, 1980 at 3:30 p.m.

3:30 p.m.

2. HEARING ON CONFIRMATION:

Sewer Easement Resolution No. 171-80 for the condemnation of a permanent sewer easement for the purpose to construct, operate, control and maintain a storm sewer line along and across a portion of the Northeast Quarter of the Southeast Quarter of Section 17, Township 31 North, Rnage 13 East, Allen County, Indiana. PARKVIEW AOOITION, SECTION "C" STORM SEWER OUTFALL EASEMENT.

CONFIRMEO.

Ordered the Water Pollution ControlEngineering Oepartment to prepare Assessment Roll of 8enefits and Damages

3. Continued from Oecember 11, 1980
HEARING ON CONFIRMATION:

Sewer Easement Resolution No. 210-80 for permanent and temporary easements for the purpose to construct, operate, control and maintain a storm sewer line bounded on the North by Linden Drive and its extensions; bounded on the East by Ethel Avenue and its extensions; bounded on the West by the west property line of Lincoln Park Addition and its extensions; bounded on the South by Irene Avenue.

RESCIND ALL ACTION.

4. Continued from December 11, 1980
HEARING ON CONFIRMATION:

Sewer Improvement Resolution No. 88D-8D for the construction of a main sewer which from its size and character is not only intended and adapted for use by property holders whose paroperty abuts along the line of said sewer, but is also intended and adapted for receiving drainage from collateral drains already constructed or which hereafter may be constructed. LINCOLN PARK ADDITION MAIN SEWER.

RESCIND ALL ACTION.

5. Continued from December 4, 1980
HEARING ON CONFIRMATION:

Street Lighting Resolution No. 148-8D for the installation of ornamental street lighting on Shawnee Drive from Killea Street to Wildwood Avenue and Webster Street from Killea Street to Darrow Avenue.

Confirmed.

Advertise Notice to Contractors December 26, 1980 and January 2, 1981.

Receive bids on Wednesday, January 7, 1981 at 9:00 a.m.

Ordered the Street Lighting Engineering Department to prepare bid documents.

6. HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

Sidewalk Improvement Resolution No. 586D-8D for the construction of sidewalk fronting and along the west side of 826 Nuttman Avenue at 75% property owner and 25% City participation; also northeast corner walk at Nuttman and Indiana at 100% City cost.

The Board determined the benefits as indicated.

Ordered the Street Engineering Department to prepare Final Assessment Roll.

7. Continued from December 4, 1980
HEARING ON CONFIRMATION:

Sidewalk Improvement Resolution No. 5893-8D for the construction of 4" sidewalk and 6" driveway in the 5200 block of South Anthony from Fairfax south through Lot #18 on the west side and through Lot #17 on the east side.

RESCIND ALL ACTION.

Meeting adjourned at 4:45 p.m.

ATTEST:

Sandra E Kennedy
Clerk

BOARD OF PUBLIC WORKS

Tuesday, December 23, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, H.R. Staten
Sandra Kennedy

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. AWARDING OF CONTRACT:
Bids submitted on Oecember 16, 1980
JUNK DITCH INTERCONNECT INTERCEPTOR:

Approved.

(See letters dated Oecember 23, 1980).

ALL AWAROS MAOE CONOITIONALLY as follows:

(a) Sewer Resolution No. 341-80, JUNK DITCH INTERCONNECT INTERCEPTOR conditionally awarded to Winzeler Excavating Company for $644,070.00.

(b) Sewer Resolution No. 342-80, COVINGTON ROAD - COUNTRY CLUB AOOITION SANITARY SEWER. conditionally awarded to Winzeler Excavating Company for $1,277,562.00.

(c) Sewer Resolution No. 345-80, COUNTRY CLUB - LANOFORD OAKES conditionally awarded to Richard Ness Excavating and Trucking, Inc. for $392,195.30.

(d) Sewer Resolution No. 347-80, POPLAR RIOGE AODITION, SECTION I ANO II, conditionally awarded to Richard Ness Excavating and Trucking, Inc. $181,495.25.

(e) Sewer Resolution No. 348-80, LAGRO AODITION SANITARY SEWER conditionally awarded for $652,385.00 to WINZELER EXCAVATING COMPANY.

(f) Sewer Resolution No.349-80,SPRUNGER LIFT STATION ELIMINATION oonditionally awarded to T & G Excavating, Inc. for $236,652.90.

(g) Sewer Resolution No. 350-80,ELMCREST ADD. SANITARY SEWER to Richard Ness Excavating, Inc. conditionally awarded in the amount of $166,972.75.

(h) Sewer Resolution No. 351-80, WESTWOOD AOOITION SANITARY SEWER conditionally awarded to Winzeler Excavating, Company for $476,890.30.

(i) Sewer Resolution No. 352-80 REHABILITATION OF SEWERS SSES SUBSYSTEMS FS, IS, US to Bercot, Inc. in the amount of $178,768.55.

4. Received a request from AAA Auction Service, 931 Seward, New Haven, Ind., for permission to barricade 900 block of So. Harrison - East lane between Washington and Wayne on December 22, 23, 24, 26, 29, 30 and 31, 1980 from 9:00 a.m. to 4:00 p.m.
PURPOSE: Auction: liquidation of store fixtures - BASKINS-PATTERSON FLETCHER.

Approved and permit.

5. Pursuant to entry on Thursday, July 10, 1980 on which date Sewer Easement Resolution 175-80 was CONFIRMED, the Board now orders Water Pollution Control Engineering Department to prepare the Assessment Roll of Benefits and Damages.
HARBER DITCH, PHASE III.

Approved.

6. Received inspection report from the Street Engineering Department for acceptance of Essex Lane (Tara Apartments) approved by Project Engineer. Maintenance Bond in the amount of $18,750.00 to be posted for three years maintenance before acceptance by City. PAUL GICK.

Approved.

Ordered acceptance letter written.

7. Quotations were received by the Purchasing Agent for the proposed purchase of two (2) 1981 Model crew cabs on ton truck chassis with dump body for the Park Department:

DEHAVEN CHEVROLET was low bidder in the amount of $17,784.80.

The bid of DeHaven Chevrolet was accepted under Purchase Order No. 4-09429 in the amount of $17,784.80.

Ordered sent to the Common Council on Tuesday, January 13, 1981 at 8:00 p.m.

8. Quotations were received from the Purchasing Agent for the proposed purchase of one 1981 Model utility tractor for the Park Department:

ALLEN COUNTY TRACTOR SALES was low bidder in the amount of $9,079.23.

The bid of Allen County Tractor Sales was accepted under Purchase Order No. 4-09430 in the amount of $9,079.23.

Ordered sent to the Common Council on Tuesday, January 13, 1981 at 8:00 p.m.

Meeting adjourned at 9:45 a.m.

BOARD OF PUBLIC WORKS

ATTEST:

Clerk

Monday, January 5, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, H.R. Gamache,
R.A. Staten
Sandra Kennedy

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received private sidewalk applications: — Approved and permit issued.

5620 Larchwood Run --------- R. D. Witmer

4. Received driveway applications: — Approved and permit issued.

5620 Larchwood Run ---------- R. D. Witmer
3505 L. Huntington Rd. ------ James Brunson

5. Received street cut applications:

5911 Allendale	--- C.U.
1016 - 18 - 20 E. Berry	--- J & G Water
2614 Bowser	--- "
716 N. Camden (2)	--- C.U.
3900 Blk Central (2)	--- "
318 - 2- W. Creighton (prkstrp)	--- "
3909 Ousing	--- Leininger Excav.
3631 Elmhurst (prkstrp)	--- C.U.
Fairfax & Elmrow	--- "
Fairfax & So. Park	--- "
Hobson & Trier Rd. intersec.	--- Gen. Tel.
3333 Parnell	--- C.U.
1022 Rockhill	--- "
2224 Roy	--- J & G Water
4411 Virginia	--- "
4008 S. Lafayette	--- NIPSCO
3211 Robinwood	--- "
3133 Willow Oak	--- "
1314 Union	--- "
1202 S. Calhoun	--- "
5215 Forest Blvd	--- "
4438 S. Lafayette	--- "
4206 Hoagland	--- "
2527 Chandler	--- "
3234 Spring	--- "
3037 Smith	--- "
2732 Freeman	--- "
2715 Reed	--- "
906 Philley	--- "
1704 Kenwood	--- "
1908 S. Anthony	--- "
Alley w/o Spy Run - 90' s/o c/l of Staten	--- "
1310 Applewppd	--- "
2016 Phenie	--- "
2715	--- "
1740 Jessie	--- "
John & Tilman	--- "

6. Received Assessment Roll of Benefits and Damages prepared by the Water Pollution Control Engineering Oepartment for Sewer Easements Resolutions Nos. 202-80, 203-80, 204-80, 205-80, 206-80, 207-80, 208-80 and 209-80 - JUNK OITCH INTERCONNECT INTERCEPTOR SEWER (341-80 thru 352-80).	Approved and Board finds that the amount of damages to each property listed on said roll are equal to the amount of $1.00 each and the assessment of said benefits and damages are so ordered. Notices to be served on Friday, January 9, 1981. HEARING ON CONFIRMATION OF ASSESSMENT ROLL on Thursday, January 22, 1981 at 3:30 p.m.
7. Received Assessment Roll of Benefits and Oamages prepared by the Water Pollution Control Engineering Oepartment for Storm Sewer Easement Resolution No. 171-80 for the condemnation of a permanent sewer easement for the purpose to construct, operate, control and maintain a storm sewer line along and across a portion of the Northeast Quarter of the Southeast Quarter of Section 17, Township 31 North, Range 13 East, Allen County, Indiana.	Approved and Board finds that the amount of damages to each property listed on said Roll are equal to the amount of $1.00 each. Notices to be served on January 16, 1981. Hearing on Confirmation of Assessment Roll Thursday, January 29, 1981 at 3:30 p.m.
8. Received inspection report and Primary Assessment Roll prepared by the Street Engineering Department for Alley Resolution No. 5878-80 for alley between Crestwood Orive and Sunset Orive from Crestwood to the east property line of Lot #41 of Southwood Park Addition, Section "C".	Approved and Completion Affidavit filed. Primary Assessment Roll approved. Advertise Notice of Assessment January 16 and 23, 1981. Hearing on Confirmation of Assessment Roll Thursday, February 5, 1981 at 3:30 p.m. Notices to be mailed January 23, 1981.
9. Received inspection report and Primary Assessment Roll prepared by the Street Engineering Oepartment for Resolution No. 5842-79 for improving the curbs, sidewalk and drive approaches along Edgehill Avenue and Westbrook Orive and Jacobs Avenue more specifically identified as Lots 158 thru Lot 189 in Brookview Addition.	Approved. Primary Assessment Roll approved. Advertise Notice of Assessment January 16 and 23, 1981. Hearing on Confirmation of Assessment Roll Thursday, February 5, 1981 at 3:30 p.m. Notices to be mailed on January 23, 1981.
10. Received inspection report and Primary Assessment Roll prepared by the Water Engineering Oepartment for Water Resolution No. 1020-80 - Olladale Orive from Betty Drive wouthward.	Approved. Primary Assessment Roll approved. Advertise Notice of Assessment January 16 and 23, 1981. Hearing on Confirmation of Assessment Roll Thursday, February 5, 1981 at 3:30 p.m. Notices to be mailed on January 23, 1981.

11. Received Final Assessment Roll prepared by the Street Engineering Department covering Sidewalk Resolution No. 5860-80 for 826 Nuttman Avenue.	CONFIRMED. Ordered sent to the Department of Finance.
12. Received invoice of Simerman Construction Company in the amount of $5,000.00 for Miscellaneous invitational bid work under P.O. 4-09196 for various projects.	Approved and ordered paid under Account 40--2-128-129-4265.
13. Received invoice of Clyde E. Williams and Associates, Inc. in the amount of $1,400.11 covering charges for prof essional services from October 27, 1980 through November 22, 1980 in connection with environmental LAKE AVENUE EIS. Payment recommended by Street Engineering Department.	Approved and ordered paid under LRS Account 4334.
14. Received invoice of Clyde E. Williams and Associates, Inc. in the amount of $1,426.56 covering charges for professional services regarding environmental CRESCENT AVENUE approved by the Street Engineering Department. Invoice covers the period from October 27, 1980 to November 22, 1980.	Approved and ordered paid under LRS Account #4317.
15. Received invoice of Butler, Fairman & Seufert, INc. in the amount of $1,127.50 approved by the Street Engineering Department covering engineering services pertaining to survey updating and right-of-way preparation for St. Joe Road (SR #37 to Evard Road). Payment is to be made in the amount of $665.22 which is 59% of total amount.	Payment of $665.22 is to be made from the LRS Account 4316.
16. Received invoice of M & G Properties in the amount of $56,791.99 approved by the Water Pollution Control Engineering Department in accordance with approved sewer extension agreement for BAER FIELD WEST SANITARY SEWER.	Approved and ordered paid the amount of $56,791.99 to M & G Properties by City Utilities. Payment is to be made from the Water Pollution Control Utility Fund.
17. Received Special Sewer Permit for Osborne Realty Company prepared and approved by the Water Pollution Control Engineering Department to construct sanitary sewer to serve Freeman Street. 25% maintenance Bond is to be furnished at time completion affidavit is filed.	Approved and Special Sewer Permit issued. Board Order No. 4-81.
18. Received Special Sewer Permit for Melvin Simon & Associates, Inc. prepared and approved by the Water Pollution Control Engineering Department to construct a sanitary sewer to serve Southtown Mall Expansion Sanitary Sewer. 25% Maintenance bond is to be furnished at the time completion affidavit is filed.	Approved and Special Sewer Permit issued. Board Order No. 3-81.
19. Received Special Sewer Permit for Stephen B. Schroeder prepared and approved by the Water Pollution Control Engineering Department to construct a sanitary sewer known as GENEVA - Country Club Area Sanitary Sewer. 25% Maintenance Bond is to be furnished at the time the completion affidavit is filed.	Approved and Special Sewer Permit issued. Board Order No. 1 - 81.

20. Received Special Sewer Permit for CSC Realty Company prepared and approved by the Water Pollution Control Engineering Oepartment to construct a storm sewer 3737 Lake Avenue Storm Sewer. 25% of Maintenance Bond is to be furnished at the time the contractor files his completion affidavit.

Approved and Special Sewer Permit issued.

Board Order No. 2-81.

21. Received invoice #4 of Reid, Quebe, Allison, Wilcox and Associates, Inc. in the amount of $11,075.08 approved by the Water Pollution Control Engineering Oepartment covering COM8INED SEWER OVERFLOW STUOY (C-180775-01).

Approved and ordered City Ut... to pay invoice in the amount o... $11,075.08.

Also pay to Lincoln National Bank & Trust Company (% James Lohman) the amount of $1,954.... Reid, Quebe, Allison, Wilcox and Associates, Inc. Escrow Acc...

Payments are to be made from the Water Pollution Control Utility F...

22. Received Agreement between the State of Indiana - OEPARTMENT OF NATURAL RESOURCES - and the City of Fort Wayne, Indiana, for contracting with a qualified photogrammetric mapping company to update the Oepartments Flood Plain Maps along Maumee, St. Joseph, St. Marys River and Spy Run Rivers.
NOTE: Air Maps, Inc. was selected to do this project.

Approved.

A true copy is incorporated here...

23. Received inspection report from the Water Engineering Department covering Water Contract 79-XP-3 for Main Street water main replacement from Webster to Calhoun Streets. Completion Affidavit of 8ercot, Inc. filed with Performance and Guaranty Bond in the amount of $60,233.00 signed by Western Casualty and Surety Company.

Approved.

Ordered acceptance letter writte...

24. SEWER TAP AGREEMENT REIM8URSEMENT:

Permission is hereby granted to Martin Blakley, 2910 Lake Avenue, for tapping a sewer said property. Said permission is conditioned upon the payment of the sum of $1,509.37 to the City of Fort Wayne as reimbursement under a certain Sewer Agreement No. SC-70-2, dated October 17, 1970 who is party of said contract by the City of Fort Wayne; it is further conditioned upon a sewer tap permit being taken out with WATER/SEWER SERVICE PERMIT ROOM.

Approved.

Ordered the City Utilities to re... the sum of $1,509.37 to Advance Construction Company, 1114 Dodge Road, Fort Wayne, Indiana, 46815, which sum was deposited with the City by the applicant to be distributed as set out in the Special Sewer Tap Agreement.

25. In the matter of Sewer Resolutions for North Maumee Interconnect Interceptor on which bids were received on November 12, 1980 and contracts were conditionally awarded on November 18, 1980, the Board now awards all contracts per 70-49-1.
Sewer Resolutions are 330-80, Phases I and II; 331-80, 332-80, 333-80, 334-80, 335-80, 336-80, 337-80, 338-80, 339-80 and 340-80.

Approved ... ordered ... prepared ... Water Po... Control ... ing Depa...

26. Received agreement between BURKHART AOVERTISING, INC. and CITY OF FORT WAYNE for the leasing of various six locations for poster panels advertising. Agreement is dated January 5, 1981.

Approved and on fi... in the Board of P... Works.

Meeting adjourned at 10:15 a.m.

ATTEST:

Sandra E. Kennedy
Clerk

Robert A. Anderson, Pres.

BOARO OF PUBLIC WORKS

Wednesday, January 7, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. AKERS, H.R. GAMACHE,
R.A. STATEN
Sandra Kennedy

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Oepartment of Finance.

3. RECEIVE BIOS:

Street Lighting Resolution No. 148-80 for ornamental street lighting on Shawnee Drive from Killea Street to Wildwood Avenue and Webster Street from Killea Street to Darrow Avenue:

Referred to the Street Lighting Engineering Oepartment for tabulation and report.

Award contract on Wednesday, January 13, 1981

BIGGS ELEC. COMPANY -------- $16,833.30

N. G. GILBERT, INC. -------- $18,880.00

T & F CONST. CORP. --------- $18,298.50

4. Received street cut applications:

Approved and permits issued.

2406 N. Anthony (2)	---	C.U.
2618 N. Anthony (2)	---	"
2436 Broadway	---	"
1136 S. Calhoun	---	"
2200 Carew (prkstrp)	---	"
2530 Charleston Pl. (2)	---	"
Clayton & Hensch	---	"
724 Columbia	---	"
Corline N/ Eileen	---	"
100 blk. E. Cox	---	"
448 W. OeWald	---	"
2209 Ounkleberg (2)	---	"
3909 Dusing (prkstrp)	---	"
Edgewater 100' E/ Crescent	---	"
6810 Elzey	---	"
Fairfax, E / Reed	---	"
Fairfield at elevation	---	"
2716 Fairfield (prkstrp)	---	"
6711 Fernwood	---	"
514 - 16 Fricke	---	"
Goshen Rd. & Harris (prkstrp)	---	"
1814 and 1815 S. Harrison	---	"
5400 Hoagland	---	"
2735 Hoevelwood (prkstrp)	---	"
6600 Ideal (prkstrp)	---	"

3800 blk. Illinois Rd. Park West Shop. Ctr.	---	C.U.
2210 Inwood	---	"
Inwood S/ Marigold (2)	---	"
1740 Jessie	---	"
438 E. Lewis	---	"
1328 McKee (prkstrp)	---	"
2615 Morris	---	"
Oxford & Hessen Cassel	---	"
201 E. Pontiac	---	"
4240 Queen	---	"
2527 Raymond	---	"
St. Croix - Cherry-stone Lane	---	"
1113 Scott	---	"
1203 Scott	---	"
3737 E. Lane / Stanley	---	Dailey Asph.
135 E. Suttenfield	---	C.U.
4329 Tacoma	---	"
4410 Tilker	---	"
4010 Warsaw	---	"
618 W. Washington	---	"
714 Van8uren	---	"
E. Wayne & Coombs	---	"
600 8lk. Wildwood	---	"
4924 Standish	---	NIPSCO
1311 Hayden	---	"
2614 8owser	---	"
806 - 808 Lake (alley)	---	"

5. Received partial payment #17 of Shambaugh & Son, Inc. in the amount of $7,411.74 approved by McNamee, Porter and Seeley and Department of Water Resources covering Water Contract 77-W-3 - WATER WORKS IMPROVEMENTS - ST. JOSEPH DAM AND PUMP STATION.

Approved and ordered paid by City Utilities from the Water Utility Fund.

6. Received partial payment estimate #4 of Worthington Pump Corporation in the amount of $13,150.35 approved by McNamee, Porter and Seeley and Department of Water Resources covering Water Contract 77-W-4 - WATER WORKS IMPROVEMENTS - St. Joe Dam

Approved and ordered paid by City Utilities from the Water Utility Fund.

7. Received invoice of Hipskind Asphalt Corporation In the amount of $6,233.14 approved by the Street Engineering Department covering work on 5889-80 - HIPSKIND ASPHALT CORPORATION (Retainage).

Approved and ordered paid from 1980 Resurfacing Account.

8. Received invoice of New Dawn Developers, Inc.in the amount of $6,504.50 approved by the Water Engineering Department covering payment for oversizing for Olympia Heights - Contract 8007.

Approved and ordered paid by City Utilities from the Water Utility Fund.

9. Received invoice 70-10-210-01-28 of McNamee, Porter and Seeley in the amount of $19,413.21 approved by the Director of Water Resources covering engineering services per contract between the City and the Engineers dated December 7, 1970 and Amendment No. 1 dated March 30, 1977. (77-W-1, 2 and 3).

Approved and ordered paid by City Utilities from the Water Utility Fund.

10. Received plat of DEVONSHIRE submitted and approved by the City Plan Commission.

Approved.

11. Received Change Order #1 of Butler & Butler Construction, Inc. in the decreased amount of $312.00 prepared and approved by the Water Engineering Department for Water Contract #8005 - Fernhill Avenue (Northrop to Wells).	Approved.
12. Received invoice of Butler & Butler Construction, Inc. in the amount of $23,866.00 prepared and approved by the Water Engineering Department covering Water Contract 8005 - Fernhill Avenue Water Main.	Approved and ordered payment made by City Utilities from the Water Utility Fund.
13. Received inspection report from the Water Engineering Department for Water Contract 8005. Completion Affidavit of Butler and Butler Construction, Inc. with Guaranty and Performance Bond in the amount of $24,178.00 signed by Reliance Insurance Company.	Approved. Ordered acceptance letter written.
14. Received AMENDED Street Lighting Resolution No. 148-80 for Shawnee Drive - Webster Street reading as follows: Relight Shawnee Drive from Killea Street to Wildwood Avenue and Webster Street from Killea Street to Darrow Avenue.	Approved.
15. Received partial payment estimate #23 of Hagerman/Shambaugh, joint bidders, in the amount of $214,864.35 approved by McNamee, Porter and Seeley and Director of Water Resources covering Water Contract No. 77-W-2 - Water Works Improvements Filtration Plant Additions.	Approved and ordered the amount of $214,864.35 paid to Hagerman/Shambaugh. Also, ordered the amount of $11,308.65 paid to Hagerman-Shambaugh Escrow Account at Fort Wayne National Bank. Payments are to be made from the Water Utility Fund.
16. Received Assessment Roll of Benefits and Damages, prepared by the Water Pollution Control Engineering Department for Sewer Easement Resolution No. 175-80 - Harber Ditch, Phase III.	Approved and Board finds that the amount of damages to each property listed on said roll are equal to the amount of $1.00 each. Notices to be served on January 16, 1981. Hearing on Confirmation of Assessment Roll Thursday, January 29, 1981 at 3:30 p.m.

Meeting adjourned at 10:20 a.m.

ATTEST:

Linda E Kennedy
Clerk

BOARD OF PUBLIC WORKS

Thursday, January 8, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, H.R. Gamache
R. A. Staten
Sandra Kennedy

1. HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

Benefits and Damages prepared by the Water Pollution Control Engineering Department for the condemnation of permanent and temporary easements for construction and for maintaining NORTH MAUMEE INTERCONNECT INTERCEPTOR as follows:

(a) Sewer Easement No. 192-80 - North Maumee Interconnect Interceptor, Phases I and II.
(b) Sewer Easement No. 193-80 - Trier Ditch Interconnect Interceptor Trier Road Ditch - Moeller Road.
(c) Sewer Easement No. 194-80 - Trier Ditch Interconnect Interceptor Trier Ditch - Meyer Road.
(d) Sewer Easement No. 195-80 - Cassel Heights Sanitary Sewer.
(e) Sewer Easement No. 196-80 - Trier Ditch - Colony Heights.
(f) Sewer Easement No. 197-80 - Anthony Wayne Pump Station.
(g) Sewer Easement No. 198-80 - Trier Ditch Interconnect Interceptor - Trier Ridge Pump Station - Paulding Road.
(h) Sewer Easement No. 199-80 - Trier Ditch Interconnect Interceptor - Zuber's Addition.
(i) Sewer Easement No. 200-80 - Trier Ditch Interconnect Interceptor - Ridgeview Heights.
(j) Sewer Easement No. 201-80 - Glenwood Park Lift Station.

Ordered the Final Assessment Roll in accordance with findings of the Board.

Remonstrances received.

2. Received Special Sewer Permit for Inverness Investors, Inc. for the construction of Sanitary Sewer to serve LINCOLN INDUSTRIAL CENTER - Vicksburg Pike Extension. 25% Maintenance Bond is to furnished when Completion Affidavit is filed.

Approved and Special Sewer Permit issued.

Board Order No. 5-81

Meeting adjourned at 4:45 p.m.

ATTEST:

Sandra E. Kennedy
Clerk

BOARD OF PUBLIC WORKS

Wednesday, January 14, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, H.R. Gamache, R.A. Staten
Sandra E. Kennedy

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received driveway application: — Approved and permit issued.

3737 Lake Ave. ---------- Dailey Asphalt Co.

4. Received street cut applications: — Approved and permits issued.

2420 S. Anthony (parkstrp) --- Griffin Enter.
Belle Vista E/Kimberley Rd.--- C.U.
6612 Bradbury --- "
4923 Bradwood --- "
524 Clayton --- "
Culbertson E/Catalpa --- "
535 E. Creighton --- Martin Enter.
320 E. Dewald --- "
Emerson & Steup --- C.U.
Forest Park S/State --- "
4134 Geneva --- "
Harmar S/Madison --- "
7310 Ideal --- "
2423 Inwood --- "
2806 S. Lafayette --- Martin Enter.
452 E. Masterson --- Griffin Enter.
1432 Maumee --- "
813 - 817 S. Monroe --- Martin Enter.
2215 Oliver --- Griffin Enter.
Oxford & Avondale --- C.U.
1616 E. Pontiac --- Griffin Enterprises
5225 Riveria --- C.U.
3617 Sherwood Terrace --- "
826 E. State --- "
1400 Blk. Trick Ave. --- "
1229 W. Washington --- Griffin Enter.
1505 E. Wayne --- Martin Enter.
1544 E. Wayne --- "
5225 Webster --- C.U.
2815 Weisser Park --- Pool & Patio
4802 Weisser Park --- C.U.
1612 Coblewood --- NIPSCO
529 E. DeWald --- "
320 E. Dewald --- "
Alley - W/Edgehill & N.Jacobs --- "

2314 S. Hanna	---	NIPSCO
710 Hanover	---	"
828 Larch Lane	---	"
915 Larch Lane	---	"
4245 Lake	---	"
452 E. Masterson	---	"
4430 N. Washinton Rd.	---	"
1505 E. Wayne	---	"
4404 Werling Or.	---	"

5. Received tabulation and recommendation prepared by the Street Lighting Engineering Oepartment for Street Lighting Resolution No. 148-80 for Shawnee Orive and Webster Street areas.

Award contract to Biggs Electric Construction, Inc. at and for the bid in the amount of $16,933.30.

Ordered the Street Lighting Engineering Department to prepare contract.

6. Received the following Contract for North Maumee Interconnect Interceptor prepared by the Water Pollution Control Engineering Oepartment:

(a) Contract 330-80, Phase I to ROCCO FERRERA & CO., INC. in the amount of $832,920.00.
(b) Contract 330, Phase II to JOHN OEHNER, INC. in the amount of $891,869.05.
(c) Contract 331-80 to 8USCH, INC. in the amount of $521,161.90.
(d) Contract 332-80 to 8USCH, INC. in the amount of $809,580.25.
(e) Contract 333-80 to JOHN OEHNER, INC. in the amount of $323,363.90.
(f) Contract 334-80 to 8USCH, INC. in the amount of $352,732.05.
(g) Contract 335-80 to JOHN DEHNER, INC. in the amount of $1,255,628.30.
(h) Contract 336-80 to JOHN OEHNER, INC. in the amount of $240,297.05.
(i) Contract 337-80 to JOHN DEHNER, INC. in the amount of $223,529.52.
(j) Contract 338-80 to JOHN HARTMAN CONSTRUCTION, INC. in the amount of $278,608.75.
(k) Contract 339-80 to MOELLERING CONSTRUCTION CO., INC. in the amount of $127,073.50.
(l) Contract 340-80 to 8ERCOT, INC. in the amount of $303,689.80,

Approved.

Ordered sent to the Common Council on Tuesday, January 27, 1981 at 8:00 p.m.

7. Received invoice #3 of Rieth-Riley Construction Company, Inc. in the amount of $4,735.39 approved by the Street Engineering Oepartment covering work on Resolution 5880-80 - LaREZ NEIGH8ORHOOD, Phase III.

Approved and ordered paid by Community Development & Planning.

8. Received invoice #1 of Gateway Construction Company in the amount of $7,910.21 (City's share) approved by the Street Engineering Oepartment covering Resolution No. 5877-80 - Forest Park 8lvd. (State to Oodge).

Approved and ordered paid from MVH Fund.

9. Received invoice of Turnbell Engineering Co., Inc. in the amount of $7,190.00 approved by the Street Engineering Department covering R. R. Crossing, Group 4 - Runnion Ave., Leesburg Rd., and Lindenwood Avenue per Agreement dated July 1, 1977.

Approved and ordered paid from LRS Account 402-138-138-20-4265.

10. Received invoice #14 of Moellering Construction Company, Inc, in the amount of $17,708.29 approved by Street Engineering Department covering City's 30% share for work performed on EWING - FAIRFIELD - WELLS STREET BRIOGE.

Approved and ordered paid from LRS Account 402-138-138-03-4265.

11. RESOLUTION NO. 70-97-11

WHEREAS, Limonite Corporation has petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public alley situated in Fort Wayne, Allen County, to-wit:

A North-South alley bordered by White's 2nd Addition on the west and Vordermark's Addition on the East.

Approved.

12. Miscellaneous bids were taken by Street Engineering Department to correct drainage problem at Southview and Warsaw. Lowest bid was submitted by Ground Services, INc. in the amount of $3,500.00.

Approved and ordered Purchase Order issued.

13. Received invoice #5 of Reid, Quebe, Allison, Wilcox and Associates, Inc. in the amount of $7,378.14 approved by the Chief Water Pollution Control Engineer for engineering services for The Fort Wayne Combined Sewer Overflow Study (Grant No. C-180775-01).

Approved and ordered paid by WPC Utility Fund.

14. RESOLUTION NO. 70-97-14
TRUCK ROUTES

WHEREAS, the Fort Wayne Municipal Code requires the Board of Public Works to regularly set truck routes in the City of Fort Wayne:

NOW, THEREFORE, the Board of P ublic Works, in compliance with Section 17-120 of the Fort Wayne Municipal Code, hereby establishes the following OELETION of Truck Routes in the City of Fort Wayne:

SECTION 17-120 CITY TRUCK ROUTES

OELETE:

Fairfield Avenue from Pontiac Street to Baer Field Thruway.

Approved and adopted. A true copy is incorporated herein.

15. Received request to change Board Order No. 107-80 to include the area east of Hanna to west of Gay only. This change excludes the area east of Gay to west of 8owser. Request made by Community Oevelopment & Planning (Revenue Sharing).

Approved.

16. Received recommendation from the Water Engineering Department to sell Waynedale elevated storage tank which is of little value to our system at the present time or in the future thereby eliminating future maintenance costs from the budget of the Water Department.

Approved.

17. Received Sidewalk Improvement Resolution No. 5892-80, final plans, estimate, specifications and property ownership list prepared by the Street Engineering Department covering improvement of sidewalk on the south side of Jones Street from College to Nelson Streets, also construct retaining wall on the south side of Jones Street from College to Nelson Streets.

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Property Owner January 23 and 30, 1981.

Hearing on Confirmation, Thursday, February 12, 1981 at 3:30 p.m.

Notice to be mailed on January 30, 1981.

18. Received Change Order No. 12 of Hagerman / Shambaugh, joint bidders, prepared by McNamee, Porter and Seeley and approved by the Director of Water Resources for change in contract in the amount of $2,738.00 for Contract #77-W-2 WATER WORKS IMPROVEMENTS FILTRATION PLANT.

Approved and ordered sent to the Common Council on January 13, 1981 at 8:00 p.m.

19. Received Change Order No. 1 of Hipskind Concrete Corporation in the amount of $3,890.95 approved by the Street Engineering Department covering work on Resolution No. 5875-80 for WEST CENTRAL, PHASE V.

Approved and ordered sent to Common Council on January 13, 1981 at 8:00 p.m.

Meeting adjourned at 10:15 a.m.

ATTEST:

Sandra E Kennedy
Clerk

BOARD OF PUBLIC WORKS

Thursday, January 15, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy

1. Continued from December 18, 1980
HEARING ON CONFIRMATION

Sewer Improvement Resolution No. 882-80 for sewer to serve the following area: Bounded on the West by the East right-of-way line of Bluffton Road; bounded on the North by a line 200 ± feet South of the South right-of-way line of Rehm Drive; bounded on the East by the West right-of-way line of Koester Drive; bounded on the South by a line 280 ± feet South of the South right-of-way line of Dale Drive.

Continued indefinitely.

2. HEARING ON CONFIRMATION:

Street Lighting Resolution No. 149-80 for the installation of ornamental street lighting on Maple Grove Avenue from Werling Drive to Hessen Cassel Road, Capitol Avenue from Werling Drive to Maple Grove Avenue, Christofer Lane from Salem Lane to Ashcroft Drive, Roberta Drive from Salem Lane to Ashcroft Drive and Ashcroft Drive from Christofer Lane to Hessen Cassel Road (VILLAGE WOODS AREA).

Continued to Thursday, January 29, 1981 at 3:30 p.m.

Time up to receive remonstrance Monday, January 26, 1981 at 5:00 p.m.

Meeting adjourned at 4:45 p.m.

ATTEST: Sandra E. Kennedy
Clerk

Robert Anderson Staten

BOARD OF PUBLIC WORKS

January 21, 1981 - Wednesday,

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

Received minutes of meeting held on Wednesday, Jan. 14, 1981 at 9 a.m. and Thursday, Jan. 15, 1981 at 3:30 p.m.

M. L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M. L. Akers, R. A. State
Sandra Kennedy

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance

3. Received the following contracts for Junk Ditch Interconnect Interceptor with Liability Bonds prepared by the Water Pollution Control Engineering Department: — Approved.

Ordered sent to the Council on Tuesday, February 17, 1981 at 8:00 p.m.

(a) Sewer Res. 341-80 JUNK DITCH --- Winzeler Excavating Company in the amount of $644,070.00

(b) Sewer Res. 342-80 COVINGTON - COUNTRY CLUB --- Winzeler Excavating Company in the amount of $1,277,562.00.

(c) Sewer Res. 345-80 COUNTRY CLUB - LANGFORD OAKS --- Richard Ness Excavating & Trucking Company in the amount of $392,195.30.

(d) Sewer Res. 347-80 POPLAR RIDGE SECTIONS I and II --- Richard Ness Excavating & Trucking Company in the amount of $181,495.25.

(e) Sewer Res. 348-80 LAGRO ADDITION ---Winzeler Excavating Company in the amount of $652,385.00.

(f) Sewer Res. 349-80 SPRUNGER LIFT STATION T & G Excavating, Inc. in the amount of $236,652.90.

(g) Sewer Res. 350-80 ELMCREST ADDITION --- Richard Ness Excavating & Trucking Company in the amount of $166,972.75.

(h) Sewer Res. No. 351-80 WESTWOOD ADDITON --- Winzeler Excavating Company in the amount of $476,890.30.

(i) Sewer Res. No. 352-80 REHAB. OF SEWERS SSES SUBSYSTEMS FS, IS US. --- Bercot, Inc. in the amount of $178,768.55.

4. Received Contracts, Guaranty and Liability Bonds of The Weikel Line Company, Inc. for Street Lighting Resolution 147-8D-001 and DD2 prepared by the Street Lighting Engineering Department to light the Crestwood Colony Addition Phase I in the amount of $39,890.65 and Phase II in the amount of $39,68D.95. Insuranced by Reliance Insurance Company.	Approved and ordered sent to the Common Council on Tuesday, February 1D, 1981 at 8:DD p.m.
5. Received Change Drder No. 2 of Rieth-Riley Construction Company, Inc. in the amount of $5,528.2D approved by the Street Engineering Department covering Resolution No. 588D-8D LaREZ NEIGHBORHOOD IMPROVEMENT, PHASE III-A.	Approved. Ordered sent to Common Council on February 9, 1981 at 8:DD p.m.
6. Received Final Assessments Rolls of Benefits and Damages prepared by the Water Pollution Control Engineering Department for Sewer Easements Resolutions No. 192-8D, 193-8D, 194-8D, 195-8D, 196-8D, 197-8D, 198-8D, 199-8D, 2DD-8D and 2D1-8D for SANITARY SEWER NORTH MAUMEE INTERCONNECT INTERCEPTOR.	Approved and ordered sent to the Department of Finance. CONFIRMED.
7. Received invoice #3 of Brooks Construction Company, Inc. in the amount of $9,764.63 prepared by the Street Engineering Department covering Resolution No. 5824-78 for Interstate Industrial Park for pavement repair.	Approved and ordered paid from Fund 4D2-128-129-4265.
8. Received Final invoice of CLARK Dietz Engineers in the amount of $5,DDD approved by the Water Pollution Control Engineering Department covering professional engineering services on Sewage Works Grant No. C-18D559-D1 (Modified Lakeside Facility Plan.	Approved and ordered City Utilities to pay invoice from the Water Pollution Control Utility Fund.
9. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Brooks Construction Company, Inc. with Guaranty Bond in the amount of $2,3DD.5D signed by American States Insurance Company for Knights Inn Sanitary Sewer.	Approved. Drdered acceptance letter written.
10. Quotations were received by the Purchasing Agent for the proposed purchase of one Dump Truck with "V" Spreader and Snow Plow for the Street Department. Of the bids received, Allen County Motors included all items specified and resulted in submitting the lowest and best bid in the amount of $46,615.84.	Accepted under Purchase Drder #A-ODD556 for Allen County Motors in the amount of $46,615.84. Drdered sent to the Common Council on February 1D, 1981 at 8:DD p.m.

11. Received invoice #12 of L. W. Dailey, Inc. in the amount of $56,369.19 prepared by the Street Engineering Department covering work on Resolution No. 5833-79 - MAIN STREET RECONSTRUCTION.

Approved and ordered paid by Redevelopment Commission the amount of $56,369.19.

Also ordered the amount of $6,263.24 paid to the L. W. Dailey, Inc. Escrow Account at Indiana Bank & Trust Company.

12. Received Change Order No. 1 of L. W. Dailey, Inc. in the decreased amount of $25,899.98 approved by the Street Engineering Department covering work on Resoluiton No. 5833-79 - MAIN STREET RECONSTRUCTION.

Approved.

13. Received Final Assessment Rolls of Benefits and Damages prepared by the Water Pollution Control Engineering Department for North Maumee Interconnect Interceptor Easement Resolutions Nos. 192-80, 193-80, 194-80, 195-80, 196-80, 197-80, 198-80, 199-80, 200-80 and 201-80.

CONFIRMED.

Ordered sent to the Department of Finance.

Meeting adjourned at 10:15 a.m.

ATTEST:

Sandra J. Kennedy
Clerk

BOARD OF PUBLIC WORKS

Thursday, January 22, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M. L. Akers, R. A. Staten
Sandra E. Kennedy

1. HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

Benefits and Damages prepared by the Water Pollution Control Engineering Department for the condemnation of permanent and temporary easements for construction and for maintaining JUNK DITCH INTERCONNECT INTERCEPTOR:

(a) Sewer Easement Res. No. 202-80 for JUNK DITCH INTERCONNECT INTERCEPTOR.
(b) Sewer Easement Res. No. 203-80 for COVINGTON ROAD - COUNTRY CLUB AREA.
(c) Sewer Easement Res. No. 204-80 for JUNK DITCH INTERCONNECT INTERCEPTOR - Country Club - Langford Oaks.
(d) Sewer Easement Res. No. 205-80 for POPLAR RIDGE ADDITION SECTIONS I and II.
(e) Sewer Easement Res. No. 206-80 - ANSLEY ACRES - LAGRO RESERVE SANITARY SEWER.
(f) Sewer Easement Res. No. 207-80 - JUNK DITCH INTERCONNECT INTERCEPTOR
(g) Sewer Easement Res. No. 208-80 for JUNK DITCH INTERCONNECT INTERCEPTOR Elmcrest Addition.
(H) Sewer Easement Res. No. 209-80 for JUNK DITCH INTERCONNECT INTERCEPTOR - Westwood Addition.

Ordered the Water Pollution Control Engineering Department to prepare Final Assessment Roll of Benefits and Damages in accordance with findings of the Board.

Remonstrances filed by:

Res. 202-80 - R.G. Brown Realty by Jack W. Lawson, Attorney.
Res. 203-80 Donald B. Steininger, Attorney for R. W. & J.R. Stoller.
Res. 203-80 Robt. T. Hoover, Attorney, for Ft. Wayne Country Club.
Res. 203-80 Charles A. Freiburger et al.
Res. 206-80 Peoples Trust Co. by James R. Grossman
Res. 207-80 J. R. Arnold, Attorney, for Gregory W. Sheets.
Res. 209-80 Robt. T. Hoover, Attorney, for Ft. Wayne Country Club.

Due to the number of remonstrances filed, this hearing is continued to a date yet undetermined by Board.

Meeting adjourned at 5:40 p.m.

ATTEST:

Sandra E. Kennedy
Clerk

BOARD OF PUBLIC WORKS

Wednesday, January 28, 1981

Oepartment of Public Works
Office of the 8oard
Room 910, City-County 8uilding
Regular meeting held at 9:00 a.m.

M.L. AKERS,H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, H.R. Gamache, R.A. Staten
Sandra E. Kennedy

Received minutes of meetings held on Jan. 21, 1981 at 9 a.m. and Jan. 22, 1981 at 3:30 p.m.

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received driveway application: — Approved and permit issued.

2530 Charleston Place ------ Louis Delagrange

4. Received street cut applications: — Approved and permits issued.

1501 E. 8erry	---	C.U.
2409 S. Calhoun	---	"
2401 Charlotte	---	"
Clay N/Lewis	---	"
Clayton & Hensch	---	"
1600 Colony Dr.	---	"
1411 Fairfax	---	"
316 First	---	"
2909 Glencairn	---	"
2218 N. Glendale	---	"
Hayden & Francis (2)	---	"
Huffman & Meridian	---	"
Ida & Tyler	---	"
Lake & Reed	---	"
4807 Marston	---	"
2217 Owaissa Way	---	"
3401 Reed	---	"
2714 Reynolds	---	"
5019 Salem Lane	---	"
Stafford E/ 8elfast	---	"
4600 E. State (2)	---	"
1300 81k E. Wayne	---	"
3922 Wenonah Lane	---	"
5214 Forest	---	NIPSCO
918 Kinsmoor	---	"
908 S. Calhoun	---	"
120 W. Rudisill	---	"
4408 Werling	---	"
6211 Highgate	---	"
1314 Pelham Dr.	---	"
N /Calhoun N/Washington	---	"
5725 Breckenshire	---	"
3401 Reed	---	"
2043 Henrietta	---	"
2129 Gay	---	"
800 W. Rudisill	---	"
5308 Forest	---	"
N/E cor. Getz & Brighton Meadows	---	"
1727 Larchwood Run	---	"
2441 Gay	---	"
2621 Indiana	---	"
2628 8roadway	---	"
410 Englewood Ct.	---	"

5. Received a petition for the installation of curbs from Fairfield to South Wayne on both sides of Oakdale Drive, also ornamental street lighting with underground wiring. Request made for assessment rate for the lights to be set at a minimum of $3.27 per front footage of property.	Approved. Board Order No. 7-81 issued for this project. Please prepare Resolution, property ownership list, etc. for this project.
6. Received invoice of Simerman Construction Company, Inc. approved by the Street Engineering Department in the amount of $3,599.26 for miscellaneous project covered by Purchase Order #4-04428.(Invitational Bids).	Approved and ordered invoice paid the amount of $3,599.26. Retainage: $399.92 is to be released after restoration. Payment is to be made from MVH Acct. #129. (P.O. 4-04428).
7. Received invoice of Simerman Construction Company, Inc, approved by the Street Engineering Department in the amount of $3,903.61 for miscellaneous project covered by Purchase Order 4-09197. (Invitational Bids).	Approved and ordered invoice paid the amount of $3,903.61. Retainage: $433.74 is to be released after restoration. Payment is to be made from MVH Acct. #129. (P.O. 4-09197).
8. Received Contract, Guaranty and Liability Bonds of T & G Excavating, Inc. in the amount of $30,686.84 prepared by the Water Engineering Department signed by Fidelity and Deposit Company of Maryland for Water Contract Resolution No. 1023-80 - ORLANDO DRIVE WATER MAIN EXTENSION - Sharon Drive to State Hwy. #3.	Approved. Ordered sent to the Common Council on Tuesday, Feb. 10, 1981 at 8:00 p.m.
9. Pursuant to report from the City Utilities Auditing Department listing unpaid Revenue Miscellaneous Accounts - Write offs as per list submitted: WATER: $6,228.99 and Sewer: $3,337.48 (total - $9,566.47).	Approved.
10. Received Contract No. 8011 - agreement between NORTHEASTERN ENTERPRISES, INC, and the Fort Wayne Water Utility of the City of Fort Wayne to construct water main system to serve Village of Buckingham, Section I, Phase I - Woodlake Run from E. State	Approved. Ordered sent to the Water Engineering Department for handling.
11. Received Curb and Sidewalk Resolution No. 5896-81, final plans, estimate and specifications prepared by the Street Engineering Department for improving curb and sidewalks where needed on both sides of Creighton Avenue east of Hanna to west of Gay Street.	Approved and adopted. A true copy of which is incorporated herein. Advertise Notice to Contractors on February 6 and 13, 1981. Receive bids on Wednesday, February 18, 1981 at 9 a.m. Ordered the Street Engineering Department to prepare bid documents.
12. Received invoice of Brooks Construction Company, Inc. in the amount of $10,594.13 (retainage) approved by the Street Engineering Department for work on Resolution No. 5824-78 - INTERSTATE INDUSTRIAL PARK.	Approved and ordered paid by MVH Fund #402-128-129-4265.

13. Received invoice of Structural Concrete Services in the amount of $5,640.00 covering work on City Building Plaza Repair under Resolution No. 5836-79

Per recommendation of Street Engineering Department payment of $2,820.00 is to be made and $2,820.00 withheld until completion of project.

Payment is to be made from Account 402-345-345-4713.

14. Received invoice of Spears-Oehner, Inc. in the amount of $3,154.80 approved by the Street Engineering Department covering Resolution No. 5856-79 for dike project,

Approved and ordered paid from Dike Account #402-134-480-4005.

15. Received invoice of L. W. Dailey, Inc. in the amount of $59,698.67 approved by the Street Engineering Department covering Resolution No. 5882-80 - Oxford Phase V-A.

Approved and ordered paid by Community Development and Planning.

16. Received invoice of Gateway Construction Company in the amount of $5,759.10 approved by the Street Engineering Department covering Resolution No. 5884-80 for OXFORD, PHASE V-B.

Approved and ordered paid by Community Development and Planning.

17. Received invoice of T & F Construction Corporation in the amount of $6,071.90 approved by the Street Engineering Department covering Resolution No. 5869-80 - NORTHWEST CENTRAL NEIGHBORHOOD, PHASE IV Curb and Sidewalks.

Approved and ordered paid by Community Development and Planning.

18. Received Estimate #6 of Consolidated Rail Corporation in the amount of $25,421.55 approved by the Street Engineering Department for partial payment for crossing and light signals at Ewing Street Extended per agreement with the City.

Approved and ordered paid from LRS Account 402-138-338-03-4265.

19. Received Acceptance Agreements for New Equipment and Material - Division I - Water Pollution Control Plant Expansion - Water Quality Control Project - Project 3263-43-00 (EPA NO. C-180538-01)
    1. Item #1 on Change Order #23, BIF Digested Sludge Meter.
    2. Item #22 on Change Order #23 Septic Sludge Pump.

Approved.

Accepted November 7, 1980.

20. RESOLUTION NO. 70-106-20

The Board of Public Works deems it necessary to set interest rates on Barrett Law projects at one-half (1/2) the local prime rate but no lower than 7% at time bid of project is let.

Approved this January 28, 1981.
A true copy is incorporated herein.

Meeting adjourned at 10:30 a.m.

ATTEST:

Sandra Kennedy
Clerk

BOARD OF PUBLIC WORKS

Thursday, January 29, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, H.R. Gamache, R.A. Staten
Sandra E. Kennedy, Clerk

1. HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

Sewer Easement Resolution No. 171-80 for the condemnation of a permanent sewer easement for the purpose to construct, operate, control and maintain a sewer line along and across a portion of the Northeast Quarter of the Southeast Quarter of Section 17, Township 31 North, Range 13 East - PARKVIEW ADDITION, SECTION "C" STORM SEWER OUTFALL.

The Board determined the benefits as indicated.

CONFIRMED.

Ordered sent to the Department of Finance.

2. HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

Sewer Easement Resolution No. 175-80 for condemnation of permanent and temporary sewer easements for the purposes to construct, operate, control and maintain a sanitary sewer line across a portion of the East half of Section 16, Township 29 North, Range 12 East - HARBER DITCH PHASE III.

The Board determined the benefits as indicated.

CONFIRMED.

Ordered sent to the Department of Finance.

3. Continued from January 15, 1981
HEARING ON CONFIRMATION:

Street Lighting Resolution for the installation of ornamental street lighting on Maple Grove Avenue from Werling Drive to Hessen Cassel Road, Capitol Avenue from Werling Drive to Maple Grove Avenue, Christofer Lane from Salem Lane to Ashcroft Drive, Roberta Drive from Salem Lane to Ashcroft Drive and Ashcroft Drive from Christofer Lane to Hessen Cassel Road. RESOLUTION NO. 149-80.

Remonstrance received after being tabulated by the Street Lighting Engineering Department contains 125 of 257, or 48.64%, of the resident property owners. (51% remonstrance rescinds all action unless Board wishes to send through Council.

CONFIRMED.

Advertise Notice to Contractors February 6 and 13, 1981.

Receive bids on Wednesday, February 18, 1981 at 9:00 a.m.

Ordered the Street Lighting Engineering Department to prepare bid documents.

4. Received Grant of Easement whereby A.O.A. Realty Company conveys to the City of Fort Wayne a permanent easement and right-of-way to construct, operate, etc. a sewer line in connection with LINCOLN INDUSTRIAL CENTER - Vicksburg Pike Extension Sanitary Sewer. - recorded on October 17, 1980 - No. 80-22929.

Approved.

Filed in the office of the Board.

5. Requests were received from the following for barricades:

Approved and permit issued.

(a) Joe R. Norman Contractor, Inc. 2801 N. Catherwood, Indianapolis, from Jan. 5, 1981 for two months or until tunneling under State Boulevard at all times for ST. JOE INTERCEPTOR SEWER PROJECT - Res. 310-80, Ph. III.

(b) Rocco Ferrera, P.O. Box 5270, starting Monday, January 12, 1981 for approximately two months at all times at Harry Baals between Parnell and Coliseum for SEWER INSTALLATION.

(c) Zumbrum Construction - Don Ecenbarger, 3110 Edwards St., on January 23, 1981 from 9:30 a.m. to 12:00 noon - corner of Harrison and Wayne Streets. PURPOSE: Remove debris.

(d) Waynesfield Construction, Inc. 700 Franke Park Road, around the clock starting at Jan. 26 thru Jan. 30, 1981 at intersection Spy Run Extended and Dunwood for SEWER CONSTRUCTION. There will be partial closing only.

(e) Dahm Bros. Roofing, 2009 Lakeview Drive, barricade 725 Court Street from 8:00 a.m. thru 2:00 p.m. PURPOSE: Park a truck and hot kettle for roof repair job.

(f) Melvin Graber, R. R. #2, Grabill, Indiana, to barricade 3621 Elmhurst Drive from 9:00 a.m. to 3:00 p.m. on Wednesday, January 28, 1981 for NEW SEWER LINE.

(g) Waynesfield Construction Company, 700 Franke Park Road, to barricade Dunwood Avenue from Spy Run to N. Clinton from February 1, 1981 for approximately one month from 7:30 a.m. to 5:00 p.m. PURPOSE: SEWER INSTALLATION.

(6) A request was received from Allen County Right to Life, 1009 W. Berry, for permission to hold a parade on Saturday, Janaury 17, 1981 from 12:00 Noon to 1:00 p.m. Starting location: City-County Building Parking Lot to Central High School Vocational Auditorium
PURPOSE: Object to Supreme Court Decision on Abortion.

Approved and permit issued.

Meeting adjourned at 4:30 p.m.

ATTEST:

Clerk

BOARD OF PUBLIC WORKS

Wednesday, February 4, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

Received minutes of meetings held on Wednesday, Jan. 28, 1981 at 9 a.m. and Thursday, Jan. 29, 1981 at 3:30 p.m.
M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, H.R. Gamache,
R.A. Staten
Sandra E. Kennedy

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received street cut applications: — Approved and permits issued.

3300 Addison	---	C.U.
5700 S. Anthony	---	"
909 N. Anthony	---	"
Branning & Old Mill Rd.	---	"
2422 S. Calhoun	---	"
Capitol & S. Colonial	---	"
Cherokee & Tyler	---	"
2736 Club Terrace	---	"
S. Colonial & Plaza	---	"
4502 S. Colonial	---	"
802 Orexel	---	"
3631 Elmhurst	---	Melvin Graber
4306 Fairfield	---	C.U.
Forest & Kentucky	---	"
2129 Gay	---	"
4344 Holton	---	"
Margaret & Edith	---	"
Melrose & Huffman	---	"
6904 Monterey	---	"
N. Highlands & Cherokee	---	"
4211 Plaza	---	"
3625 St. Joe Center Rd. (2)	---	"
4183 Stellhorn	---	"
Third & Barthold	---	"
2101 Weisser Park	---	"
Weisser Park & E. Pettit	---	"
4810 Winter	---	"
(alley) E/ Bowser	---	NIPSCO
3201 S. Clinton (alley)	---	"
613 S. Harrison	---	"
711 W. Jefferson (alley)	---	"
1616 Lakewood	---	"
2411 E. Maple Grove.	---	"
Barthold & Fifth	---	C.U.
1600 Colony	---	"
2653 Ethel	---	"
539 Forest	---	"
Garden & W. Washinton	---	"
Gaywood, N/ Pettit	---	"
Gaywood S/ Sherwood Terrace	---	"
300 Greenwood	---	"
5005 S. Hanna	---	"
Hanna S/ Pettit	---	"

4900 Lima Rd.	---	C.U.
2505 L. Huntington Rd.	---	"
1980 L. Huntington Rd.	---	"
1919 W. Main	---	"
1909 Maplewood Rd.	---	"
145 Maverick Place	---	"
Monroe N/Pettit	---	"
E. Pettit E/ Gaywood	---	"
Pettit and Hanna (2)	---	"
Rumsey & Cloverlane	---	"
State E/Anthony	---	"
Three Oaks & Fernwood	---	"
Weisser Park N/ Pettit	---	"
Wilson & Gaywood	---	"
Wilson & South Park	---	"

4. Received invoice of M & G Properties in the amount of $53,732.24 approved by the Water Pollution Control Engineering Oepartment concerning Baer Field West Sanitary Sewer - B.O. 61-80.

Approved and ordered City Utilities to pay invoice from the Water Pollution Control Utility Fund.

5. Received Curb and Sidewalk Resolution No. 5898-81, final plans, estimate, specifications and property Ownership list prepared by the Street Engineering Oepartment for constructing totally new curbs and sidewalks where needed on both sides of West Oakdale Orive from South Wayne to Fairfield and by replacing the existing street lighting with new ornamental street lights.

Approved and adopted. A true copy is incororated herein.

Advertise, Notice to Property Owners February 7 and 13th, 1981.

HEARING ON CONFIRMATION Thursday, February 19, 1981 at 3:30 p.m.

Mail notices on February 19, 1981.

6. Received quotations from the Purchasing Agent for the proposed TILLMAN PARK BALL OIAMONO PARKING LOT EXPANSION for Oepartment of Park and Recreation.

Bid of WAYNE ASPHALT & CONSTRUCTION COMPANY, INC. was lowest in the amount of $15,388.00.

Bid of Wayne Asphalt & Construction Company was accepted under Purchase Order No. A-001202 in the amount of $15,388.00.

Ordered sent to the Common Council on Tuesday, February 24, 1981 at 8:00 p.m.

7. RESOLUTION NO. 70-110-7

Approved.

WHEREAS, the FORT WAYNE REOEVELOPMENT COMMISSION has petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public alley situated in Fort Wayne, Allen County, to-wit:

A portion of the North-South public alley in the West part of Hanna's Addition to the City of Fort Wayne, Allen County, Indiana, said portion all lying between Lot 391 and 392, according to the plat thereof recorded in plat record book "O" page 17, in the Office of the Recorder of Allen County, Indiana.

8. Received invoice #78-08-310-01-0-29 of Howard Needles Tammen & Bergendoff in the amount of $4,021.85 approved by the Oirector of Water Resources for professional engineering services performed for AWT Step 2 Effort - C-180774-02. (FINAL PAYMENT).

Approved and ordered paid by City Utilities from the Water Pollution Control Utility Fund.

9. Received Contract, Guaranty and Liability Bonds of Biggs Electrical Construction, Inc. in the amount of $16,833.00 prepared by the Street Lighting Engineering Department signed by United States Fidelity & Guaranty Company for Street Lighting Resolution No. 148-80 to light the Shawnee Drive - Webster Street area.

Approved.

Ordered sent to the Common Council on Tuesday, February 24, 1981 at 8:00 p.m.

10. SEWER TAP AGREEMENT REIMBURSEMENT:

Permission is hereby granted to PINE HILLS ACCADEMY FOR BOYS to tap a sewer to serve 6135 Illinois Road. Said permission is conditioned upon the payment of the sum of $688.50 to the City of Fort Wayne as reimbursement under a Sewer Agreement #SC-72-3 dated September 18, 1975, who are parties of said contract by the City of Fort Wayne; it is further conditioned upon a sewer tap permit being taken out with WATER/SEWER SERVICE PERMIT ROOM.

Approved.

Ordered the City Utilities to remit the sum of $688.50 to Diversified Utilities which sum was deposited with the City by the applicant to be distributed as set out in the Special Sewer Tap Agreement.

11. Received Water Contract 80-XP-1 of NORTHEASTERN CONSTRUCTION COMPANY prepared by the Water Engineering Department for the construction of 1386 ± LF of 12" water main on Ley Road between Merchandise Drive and Industrial Road.

Approved and ordered sent to the Common Council on Tuesday, February 24, 1981 at 8:00 p.m.

12. Received Agreement for Storm Sewer Extension, Sanitary Sewer Extension and Water Main Extension by and between the Devonshire Corporation and the City of Fort Wayne, Indiana. (WESTMOOR EXTENDED ADDITION, - Edenton Dr., Dresden Lane, No. Glendale Dr., Reckeweg Road and Ridgelane Drive area).

Approved and ordered sent to the Common Council on Tuesday, February 24, 1981 at 8:00 p.m.

13. Received recommendation from the Street Engineering Department for the release of escrow in the amount of $56,935.72 to Spears-Dehner, Inc. covering Resolution No. 5856-79 - DIKE along St. Mary's River, the St. Joseph River and Spy Run Creek.

Approved.

Meeting adjourned at 4:45 p.m.

ATTEST:

Clerk

BOARD OF PUBLIC WORKS

Thursday, February 5, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, H.R. Gamache, R.A. Staten
Sandra E. Kennedy

1. HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

Alley Improvement Resolution No. 5878-80 for improving the alley running between Crestwood Drive and Sunset Drive from Crestwood Drive to the east property line of Lot #41 of Southwood Park Addition, Section "C".

CONFIRMED.

Ordered sent to the Department of Finance.

2. HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

Sidewalk Improvement Resolution No. 5842-79 for improving curbs, sidewalk and drive approaches along Edgehill Avenue and Westbrook Drive and Jacobs Avenue, more specifically identified as Lots #158 through #189 in Brookview Addition.

CONFIRMED.

Ordered sent to the Department of Finance.

3. HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

Water Contract No. 1020-80 for the construction of Water Main along Olladale Drive from Betty Avenue southward 738 ± Lineal Feet.

Continued to Thursday, February 19, 1981 at 3:30 p.m.

Meeting adjourned at 4:35 p.m.

ATTEST:

Sandra E. Kennedy
Clerk

BOARD OF PUBLIC WORKS

Tuesday, February 10, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 10:00 a.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

1. WHEREAS, Mayor Win Moses, Jr., declared a Snow Emergency in the City of Fort Wayne on Tuesday, February 10, 1981, and

WHEREAS, the Board of Public Works has determined that it was necessary to hire private contractors to aid in this snow removal:

NOW, THEREFORE, the Board of Public Works orders the hiring of snow removal contractors.

Meeting adjourned at 10:05 a.m.

BOARD OF PUBLIC WORKS

ATTEST:

Clerk

Wednesday, February 11, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, H.R. Gamache
Sandra E. Kennedy

Received minutes of meetings held on Wednesday, Feb. 4, 1981 at 9 a.m.; Thursday, Feb. 5, 1981 at 3:30 p.m. and Tuesday, February 10, 1981 at 10:00 a.m.

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received private sidewalk application: — Approved and permit issued.

222 Pearl St.----------Moellering Const.

4. Received street cut applications: — Approved and permits issued.

2231 Brown	---	C.U.
2235 Brown	---	"
W. Colonial & Atwood	---	"
5206 Decatur Rd.	---	"
Gaywood S/McKinnie	---	"
1919 W. Main	---	"
Main & VanBuren	---	"
2700 E. Pontiac	---	"
Spatz N/Pettit	---	"
Third & Cass	---	"
1020 E. Washington	---	Hipskind Asphalt
930 E. Washington	---	C.U.
427 E. Washington Center	---	"
123 W. Wildwood	---	"
4300 Holton	---	NIPSCO
900 College	---	"
Patrick Lane & Trick	---	"
Harris Rd. & Olympia Ct.	---	"
2222 Pearl E/Maiden Lane	---	"
1117 Fairfield	---	"
1816 S. Calhoun	---	"
Clinton & Wiebke	---	C.U.
6516 Donna	---	"
1200 Fairfield	---	"
1514 Huffman	---	"
8710 Indianapolis	---	NIPSCO
3239 S. Lafayette	---	Troy Wilson Excav.
L. Huntington & Monterey Dr.	---	C.U.
Stoney Run & Wesley Ct.	---	"
Tielker Road	---	NIPSCO
Winchester Rd.-Aylesford (2)	---	C.U.
3505 L. Huntington Road	---	NIPSCO
6508 Old Trail	---	"
324 E. Woodland (alley)	---	"
911 Kenwood	---	"
1332 Hugh (alley)	---	"
1816 S. Calhoun	---	"
St. Joe & McOougal	---	"
3144 Oswego	---	"

5. Received Curb, Sidewalk and Drive Approaches Resolution No. 5899-81, final plans, estimate, specifications and property ownership list prepared by the Street Engineering Department for improving the curbs, sidewalk and dirve approaches along Kensington Boulevard from north property line of Lake Avenue to south property line of State Boulevard.	Approved and adopted. A true copy is incorporated herein. Advertise, Notice to property owners February 26 and March 6, 1981. Hearing on Confirmation: Thursday, March 19, 1981 at 3:30 p.m. Mail notices on March 6, 1981.
6. Received invoice #2 of Hipskind Concrete Corporation in the amount of $32,464.76 approved by the Street Engineering Department covering Resolution No. 5875-80 - West Central Phase V.	Approved and ordered paid by Community Development and Planning Department.
7. Received invoice #13 of L. W. Dailey, Inc. in the amount of $2,520.00 approved by the Street Engineering Department covering Resolution No. 5833-79 - Main Street Reconstruction.	Approved and ordered paid by Redevelopment Commission.
8. Received invoice of T & F Construction Corporation in the amount of $3,192.27 (RETAINAGE) approved by the Street Engineering Department covered by Resolution No. 5869-80 Phase IV - Northwest Central.	Ordered the amount of $3,117.27 paid and $75.00 retained (held for restoration) by Community Development and Planning.
9. Received invoice of McNamee Porter and Seeley, Consulting Engineers, in the amount of $14,274.30 for general and resident engineering for Water Works Improvements in accordance with Contract between the City and the Engineers, dated December 7, 1970 and Amendment No 1 dated March 30, 1977. (Contracts 77-W-2, 77-W-3 and 77-W-4).	Approved and ordered paid by Water Utility Fund by City Utilities.
10. Received Special Street Permits prepared by the Street Engineering Department covering SUMMERFIELD SECTION II - Wood Rim Run, Owl Tree Place and Bethany Lane.	Approved and permits issued.
11. Received inspection report from the Water Engineering Department and Completion Affidavit of Bercot, Inc. with Maintenance Bond in the amount of $11,514. 25 signed by The Western Casualty and Surety Company for Olympia Heights - Harris Road Water Main - Contract 8007.	Approved and ordered acceptance letter written.
12. Received request from NIPSCO, 1501 Hale, for permission to barricade 200 block of Pearl on south side (HOOO METERS) on Feb. 5, 1981 and February 6, 1981 starting at 8:00 a.m. and ending at 4:30 p.m. PURPOSE: Running new mains.	Approved and permit issued.
13. Received a request from T - G Excavating, Inc. 5544 Huguenard Road, for permission to barricade 2714 N. Clinton from February 11 thru February 18, 1981 around the clock. PURPOSE: Install water line.	Approved and permit issued.

14. Received a request from Gene Matter, 4319 Beaver Avenue, for permission to barricade Doan at S. Calhoun and Knoll Avenue - closed at Paulding Road - on February 7, 1981 from 7:00 a.m. to 7:00 p.m.
PURPOSE: Control parking at NISBOVA contest at Bishop Luers High School.

Approved and permit issued.

15. Received a request from Rocco Ferrera, P.O. Box 5270, 46895, for permission to barricade California from Coliseum to Pump Station starting February 9, 1981 for approximately two weeks around the clock.
PURPOSE: St. Joe Sewer Project.

Approved and permit issued.

16. Received invoice #15 of Moellering Construction Company, Inc. in the amount of $7,837.51 (City's share) covering work on EWING - WELLS - FAIRFIELD BRIDGE -covering period from January 1, 1981 to January 27, 1981. Invoice approved by the Street Engineering Department.

Approved and ordered paid from LRS Account.

17. Received invoice of Hipskind Concrete Corp.. in the amount of $7,139.72 (retainage) covering work on Resolution No. 5875-80 West Central Neighborhood, Phase V approved by the Street Engineering Department.

Approved and ordered paid by Community Development and Planning Commission.

18. Received invoice of M & G Properties in the amount of $3,085.56 approved by the Water Pollution Control Engineering Department per Sewer Extension Agreement. - BAER FIELD WEST SANITARY SEWER.

Approved and ordered City Utilities to pay invoice from the Water Pollution Control Utility Fund.

19. Received Street Lighting Resolution No. 150-81, specifications, estimate and final plans prepared by the Street Lighting Engineering Department for lighting Northwest Central Phase V Impact Area, more specifically identified as Fourth Street from Wells Street to Harrison, Fifth Street from Wells to Harrison, Sixth Street from Wells to Harrison and Cass Street from Putnam Street to Second Street. Payment is to be made from Community Development Block Grant as provided for in Title I of the 1974 Housing and Community Development Act.

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Contractors February 20 and 27, 1981.

Receive bids on Wednesday, March 4, 1981 at 9:00 a.m.

Ordered the Street Lighting Engineering Department to prepare bid documents.

20. Received partial payment estimate #24 of Hagerman/Shambaugh, joint bidders, in the amount of $234,028.70 approved by McNamee, Porter and Seeley and Director of Water Resources covering Water Contract No. 77-W-2 - Water Works Improvements Filtration Plant Additions.

Approved and ordered the amount of $234,028.70 paid to Hagerman/Shambaugh.

Also, ordered the amount of $12,317.30 paid to Hagerman/ Shambaugh Escrow Account at Fort Wayne National Bank.

Payments are to be made from the Water Utility Fund.

Meeting adjourned at 10:20 a.r.

ATTEST:

Sandra Kennedy
Clerk

Robert N. Anderson
BOARD OF PUBLIC WORKS

Thursday, February 12, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, R.A. Staten,
H.R. Gamache
Sandra E. Kennedy

1. HEARING ON CONFIRMATION:

Sidewalk Improvement Resolution No. 5892-80 for improving sidewalk on the south side of Jones Street from College to Nelson Streets, also construct retaining wall on the south side of Jones Street from College to Nelson Streets.

Continued to Thursday, February 26, 1981 at 3:30 p.m.

Time up to receive remonstrance Monday, February 23, 1981 at 5:00 p.m.

2. Inasmuch as Perry Excavators, Inc. was the apparent low bidder on Resolutions 318-80 and 319-80, St. Joe Study Area Sewers, Perry was conditionally awarded both contracts. On Sewer Res. 318-80 their bid was $143,423.75 and the next lowest bid was $148,596.00 (Earth Construction and Engineering, Inc.). On Sewer Res. 319-80 Perry's bid was $218,942.50 and the next low bid was $424,775.00 (Earth Construction and Engineering, Inc.) which reflects a difference of $205,832.50. We feel this indicates that the apparent low bidder - Perry Excavators, Inc. - was not fully aware of the scope of the project. After complete evaluation we request that the contracts be awarded to the next apparent low bidder, EARTH CONSTRUCTION & ENGINEERING, INC.

Approved.

Contracts awarded to Earth Construction & Engineering, Inc. for Sewer Resolution Numbers 318-80 and 319-80.

Ordered sent to the Common Council on March 10, 1981 at 8:00 p.m.

Meeting adjourned at 3:40 p.m.

ATTEST:

Sandra E. Kennedy
Clerk

BOARD OF PUBLIC WORKS

Wednesday, February 18, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, R. A. Staten
Sandra Kennedy

Received minutes of meetings held at 9:00 a.m. on Feb. 11, 1981 and Feb. 12, 1981 at 3:30 p.m.

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received Street cut applications:

Approved and permits issued.

1611 Alabama	---	C.U.
1417 S. Calhoun	---	"
2809 Capitol	---	"
Colerick /2945 Smith	---	NIPSCO
1341 E. Creighton	---	"
3129 E. State	---	"
4200 Lafayette	---	Harold Stith Plumb.
406 Lillian (alley)	---	NIPSCO
Manofrd E/ Radcliffe	---	C.U.
5119 Old Mill Rd.	---	"
6508 Old Trail Rd.	---	NIPSCO
1727 Papermill Crossing	---	C.U.
1923 Pontiac	---	NIPSCO
2600 E. Pontiac	---	C.U.
2800 E. State	---	"
919 W. Washington	---	"
3922 Wenonah	---	"
221 E. Williams	---	"
3114 Robinwood	---	NIPSCO
416 St. Martins	---	"
328 W. Pettit	---	"
3324 Eastbrook	---	"
2126 Fox	---	"
3114 Robinwood	---	"
3715 So. Park	---	"
2224 Alabama (alley)	---	"
6310 Wood Rim Run	---	"
4214 Arlington (alley)	---	"
1310 Applewood Rd.	---	NIPSCO
3605 Avondale (alley)	---	
2518 Bolton	---	"
2946 Bowser	---	C.U.
1421 - 23 S. Calhoun	---	"
2205 California (alley)	---	NIPSCO
2401 Clara	---	"
1408 Charlotte	---	"
Cloverleaf to New Haven W/Coliseum	---	Traffic Engr.
3338 Eastbrook	---	NIPSCO
3324 Eastbrook	---	"
1017 Edgewater (alley)	---	"
855 Edgewater (alley)	---	"

1720 Forest Park (alley)	---	NIPSCO
2126 Fox	---	"
3022 Glencairn	---	"
3144 Oswego	---	"
1006 PInehurst	---	"
1109 Pinehurst	---	"
3915 E. Pontiac	---	"
Riviera/1110 Catalina	---	"
3114 Robinwood	---	"
4501 St. Joe Road	---	"
416 St. Martins	---	"
5912 E. State	---	"

4. RECEIVE BIDS:

Curb and Sidewalk Resolution No. 5896-81 for improving curb and sidewalks where needed on both sides of Creighton Avenue east of Hanna to west of Gay Street.

Referred to the Street Engineering Department for tabulation and report.

Award contract on Wednesday, February 25, 1981 at 9:00 a.m.

L. W. DAILEY	---	$48,488.25
GATEWAY CONST. CO.	---	63,611.50
HIPSKIND ASPHALT CORP.	---	60,691.70
HIPSKIND CONCRETE CORP.	---	48,564.25
RIETH-RILEY CONST.	---	45,767.75
SIMERMAN CONST. CO.	---	67,887.75
T - F CONST. CORP.	---	50,934.50

5. RECEIVE BIDS:

Street Lighting Resolution No. 149-80 - Village Woods Area more specifically defined as Maple Grove Avenue from Werling Drive to Hessen Cassel Road, Capitol Avenue from Werling Drive to Maple Grove Avenue, Christofer Lane from Salem Lane to Ashcroft Drive, Roberta Drive from Salem Lane to Ashcroft Drive and Ashcroft Drive from Christofer Lane to Hessen Cassel Road.

Referred to the Street Ligh t Engineering Department for tabulation and report.

Award contract on Wednesday, February 25, 1981 at 9:00 a.m.

DELP ELECTRIC CO.	---	$37,981.84
N. G. GILBERT CORP.	---	39,745.00
MORSE ELECTRIC	---	45,127.80
T & F CONSTRUCTION	---	34,091.45
WEIKEL LINE COMPANY	---	32,566.73

6. Received Partial Payment Estimate #1 of Rocco Ferrera & Co., Inc. in the amount of $437,213.99 approved by the Chief Water Pollution Control Engineer covering work on Sewer Resolution No. 310-80, Phase IV - ST JOE INTERCONNECT INTERCEPTOR.

Approved and ordered City Utilities to pay invoice in the amount of $437,213.99.

Also ordered the amount of $48,579.33 paid to Rocco Ferrera Escrow Account at Lincoln National Bank & Trust Company.

Payments are to be made from the Water Pollution Control Utility Fund.

7. Received Partial Payment Estimate #1 of Weitzel Construction Company, Inc. in the amount of $71,339.72 approved by the Chief Water Pollution Control Engineer covering work on Sewer Resolution No. 312-80 - Concordia Gardens - ST. JOE INTERCONNECT INTERCEPTOR.

Approved and ordered City Utilities to pay invoice in the amount of $71,339.72.

Also ordered the amount of $7,926.64 paid to the Weitzel Escrow Account at Lincoln National Bank & Trust Company.

Payments are to be made from the Water Pollution Control Utility Fund.

8. Received Partial Payment Estimate No. 1 of Earth Construction & Engineering Company in the amount of $59,326.67 approved by the Chief Water Pollution Control Engineer covering work on Sewer Resolution No. 313-80 - Mardego, Mandego & Limberlost - ST. JOE INTERCONNECT INTERCEPTOR.

Approved and ordered City Utilities to pay invoice in the amount of $59,326.67.

Also ordered the amount of $6,591.85 paid to the Earth Const. & Engr. Escrow Account at Lincoln National Bank & Trust Company.

Payments are to be made from the WPC Utility Fund.

9. Received Partial Payment Estimate #1 of Bercot, Inc. in the amount of $80,591.87 approved by the Chief Water Pollution Control Engineer covering work on Sewer Resolution No. 314-80, Phase II - Waterswolde, Northwood, etc. - ST. JOE INTERCONNECT INTERCEPTOR.

Approved and ordered City Utilities to pay invoice in the amount of $80,591.87.

Also ordered the amount of $8,954.65 paid to the Bercot Escrow Account at Indiana Bank & Trust Company.

Payments are to be made from the WPC Utility Fund.

10. Received Partial Payment Estimate #1 of T - G Excavating, Inc. in the amount of $26,011.80 approved by the Chief Water Pollution Control Engineer covering work on Sewer Resolution No. 321-80 - Rehab. of Sewers - ST. JOE INTERCONNECT INTERCEPTOR.

Approved and ordered City Utilities to pay invoice in the amount $26,011.80.

Also ordered the amount of $2,890.20 paid to T - G Excavating, Inc. Escrow Account at Anthony Wayne Bank.

Payments are to be made from the WPC Utility Fund.

11. Received Partial Payment Estimate #1 of Waynesfield Construction Company in the amount of $82,453.87 approved by the Chief Water Pollution Control Engineer covering work on Sewer Resolution No. 323-80 - Spy Run Interconnect Interceptor.

Approved and ordered City Utilities to pay invoice in the amount of $82,453.87.

Also ordered the amount of $9,161.54 paid to the Fort Wayne National Bank.

Payments are to be made from the WPC Utility Fund..

Meeting adjourned at 10:30 a.m.

ATTEST:

Sandra E Kennedy
Clerk

BOARD OF PUBLIC WORKS

Thursday, February 19, 1981

Department of Public Works
Office of the 8oard
Room 910, City-County 8uilding
Regular meeting held at 3:30 p.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, H.R. Gamache,
R.A. Staten
Sandra E. Kennedy

1. HEARING ON CONFIRMATION:

Curbs, Sidewalk and Lighting Resolution No. 5898-81 for constructing totally new curbs and sidewalks where needed on both sides of West Oakdale Orive from South Wayne to Fairfield and by replacement of the existing street lighting with new ornamental street lights.

Continued to Thursday, March 5, 1981 at 3:30 p.m.

Time up to receive remonstrance Monday, March 2, 1981 at 5:00 p.m.

2. Continued from February 5, 1981
HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

Water Resolution No. 1020-80 for the construction of Water Main along Olladale Drive from 8etty Avenue southward 738 ± lineal feet.

Ordered the Final Assessment Roll in accordance with the findings of the Board.

3. Received quotation from the Purchasing Agent for the proposed purchase of one (1) 1981 cargo type truck van with cage retrofit for the Humane Shelter.

ALLEN COUNTY MOTORS ------- $12,856.00

Approved and ordered sent to the Common Council on Tuesday, March 10, 1981 at 8:00 p.m.

4. Received invoice of L. W. Dailey, Inc. in the amount of $7,610.90 approved by the Street Engineering Oepartment covering material costs for pavement striping items furnished by Biggs Electrical Co. for Resolution No. 5871-80 - Progress - Ley - LIma Road Intersection. Estimate #3.

Approved and ordered paid from LRS Account.

5. Received invoice of Simerman Construction Company, Inc. in the amount of $1,459.00 approved by the Street Engineering Department covering work on Miscellaneous invitational bid for repair of curb and handrail at 100 W. State Street.

Approved and ordered paid from Account 402-128-129-4265.

6. Received invoice of L. W. Dailey in the amount of $10,018.66 approved by the Street Engineering Oepartment covering Resolution 5882-80 - Oxford Phase V-A.

Approved and ordered paid by Community Oevelopment and Planning.

7. Pursuant to report from the City Utilities Auditing Oepartment listing unpaid Revenue Miscellaneous Accounts - write offs as per list submitted: Water - $5,431.20 and Sewer: $3,204.37 (total $8635.57).	Approved.
8. Received a request from Kesterke Tree Service, 1916 Eby, for permission to barricade the 1400 block of St. Joe Blvd. on Saturday, Feb. 14, 1981 from 10:00 am for approximately one hour. PURPOSE: Large Maple at 1414 St. Joe being cut down.	Approved and permit issued.
9. Received inspection report from the Water Pollution Control Engineering Department anc Completion Affidavit of Bercot, Inc. with Guaranty Bond in the amount of $1500 signed by The Western Casualty and Surety Company for OLYMPIA HEIGHTS STORM AND SANITARY SEWER.	Approved and ordered acceptance letter written.
10. Received Partial Payment Estimate No. 1 of Joe R. Norman Contractor, Inc. in the amount of $184,591.51 approved by the Chief Water Pollution Control Engineer covering work on Sewer Resolution No. 310-80, Phase III - St. Joe Interconnect Interceptor.	Approved and ordered City Utilities to pay invoice in the amount of $184,591. Also ordered the amount of $20,510.17 paid to the Joe Norman Escrow Account at American Fletcher National Bank & Trust Company Indianapolis, Indiana. Payments are to be made from the Water Pollution Control Utility Fund.
11. Received authorization from Gibson, Tourney, Kim, Inc. for Release of Escrow in the amount of $118,066.00 to Hagerman Construction Corp. covering project - CIVIC CENTER PARKING GARAGE. Approved by Oirector of Transportation.	Approved and ordered Lincoln National Bank & Trust Company to release the amount of $118,066.00 to Hagerman Construction Corporation.
12. Received Change Order No. 7 of Hagerman Construction Corporation approved by the Oirector of Transporation for total of $0000000 for CIVIC CENTER PARKING GARAGE. This change order did not change the amount of contract amount this date.	Approved.

Meeting adjourned at 4:45 p.m.

ATTEST:

Sandra E Kennedy
Clerk

Robert A. Anderson Jr.

BOARD OF PUBLIC WORKS

Wednesday, February 25, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, H. R. Gamache,
R.A. Staten
Sandra Kennedy

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received street cut applications:

Approved and permits issued.

2302 N. Anthony	---	R & A Plumb.
5214 Bowser	---	C.U.
1828 Broadway	---	NIPSCO
2837 Cambridge	---	"
7401 Bridgewater	---	"
2137 Eby (alley)	---	Roto-Rooter
901 Elmrow	---	NIPSCO
3529 Euclid	---	"
4621 Executive	---	"
2039 Fairfield	---	"
3940 Foresthill	---	"
2129 Gay	---	"
3804 Grayston	---	"
4701 S. Hanna	---	"
4322 Holton	---	"
4321 Holton	---	"
2710 W. Jefferson	---	"
1616 Lakewood	---	"
3713 Lillie	---	"
613 Madison	---	Troy Wilson Ex.
613 E. Madison (alley)	---	NIPSCO
2201 Muskoday Pass	---	C.U.
5219 Northcrest	---	"
328 W. Pettit	---	NIPSCO
906 Philley	---	"
2405 Poinsette Ave.	---	"
2902 Radcliffe	---	NIPSCO
3026 Reed	---	"
3929 Robinwood	---	"
418 Russell	---	"
1313 Summit (alley)	---	"
4430 N. Washington	---	"
Wayne Lane, E. at Lindenwood	---	C.U.
4023 S. Webster	---	NIPSCO
1002 Wilson	---	C.U.
2317 Winter	---	NIPSCO
3729 Mulberry	---	"
4030 S. Wayne (alley)	---	"
5210 S. Webster	---	"
4906 Webster	---	"
2608 Carver Ct.	---	"
2501 Hazelwood	---	"

3430 S. Harrison	---	NIPSCO
4510 Coldwater Rd.	---	"
2653 Reed Road	---	"
4609 Santa Anna	---	"
2536 Winter	---	"
419 E. Madison	---	"
2605 Hoagland	---	"
1028 St. Marys	---	"
1423 Summit (alley)	---	"
215 E. Pontiac		"
3200 L. Huntington Rd.		"

4. AWARO CONTRACT:

Street Lighting Resolution No. 149-80 for the installation of street lighting on Maple Grove Avenue from Werling Orive to Hessen Cassel Road, Capitol Avenue from Werling Orive to Maple Grove Avenue, Christofer Lane from Salem Lane to Ashcroft Orive, Roberta Orive from Salem Lane to Ashcroft Orive and Ashcroft Orive from Christofer Lane to Hessen Cassel Road.

AWARO contract to Weikel Line Company at and for their bid in the amount of $32,566.73 subject to councilmanic approval.

Ordered the Street Lighting Engineering Oepartment to prepare contract.

5. AWARD CONTRACT:

Curb and Sidewalk Improvement Resolution No. 5896-1981 for improving curb and sidewalks, where needed, on both sides of Creighton Avenue east of Hanna to west of Gay Street.

AWARO contract to Rieth-Riley Construction Company at and for their bid in the amount of $45,767.75 subject to councilmanic approval.

Ordered the Street Engineering Department to prepare contract.

6. Received Contract, Guaranty and Liability 8ond of Earth Construction & Engineering, Inc. in the amount of $148,596.00 prepared by the Water Pollution Control Engineering Oepartment signed by American States Insurance Company for Resolution No. 318-80 ST. JOE INTERCONNECT INTERCEPTOR - Campus Court Pump Station Elimination.

Approved.

Ordered sent to the Common Council on Tuesday, March 10, 1981 at 8:00 p.m.

7. Received Contract, Guaranty and Liability 8ond of Earth Construction & Engineering, Inc. in the amount of $424,775.00 prepared by the Water Pollution Control Engineering Oepartment signed by American States Insurance Company for Resolution No. 319-80 - ST JOE INTERCONNECT INTERCEPTOR - Northcrest Pump Station Elimination.

Approved.

Ordered sent to the Common Council on Tuesday, March 10, 1981 at 8:00 p.m.

8. Received invoice of 8utler, Fairman & Seufert, Inc. in the amount of $1,564.50 approved by the Street Engineering Oepartment covering work performed on EWING - FAIRFIELO - WELLS STREET 8RIOGE. City's share is 30% of total invoice.

Approved and ordered paid from LRS Account.

9. Received invoice #4 (FINAL) of Rieth-Riley Construction Company, Inc. in the amount of $5,384.11 approved by the Oirector of Transportation covering work on Resolution No. 5880-80 LaREZ NEIGH8ORHOOD, PHASE III.

Approved and ordered paid by Community Oevelopment and Planning.

10. Received invoice of N. G. Gilbert Corporation in the amount of $5,898.26 approved by Street Lighting Engineering Department covering work on Street Light Resolution No. 140-80 - NORTH CENTRAL PHASE IV Project.

Approved and ordered paid by Community Oevelopemnt and Planning.

11. Received inspection report from the Water Pollution Control Engineering Oepartment and Completion affidavit of Brooks Construction Company, Inc. with guaranty bond in the amount of $2,625.00 signed by American States Insurance Company for University Medical Park Sanitary Sewer.

Approved and ordered acceptance letter written.

12. Received inspection report from the Water Pollution Control Engineering Oepartment and Completion Affidavit of Brooks Construction Company, Inc. with guaranty bond in the amount of $2,104.00 signed by American States Insurance Company for Engle Ridge Industrial Park, Section "C" Sanitary Sewer.

Approved and ordered acceptance letter written.

13. Received Agreement between TREATY MUNICIPAL MATERIALS (Erhard Henke); GROUNO SERVICES, INC. (Gordon McHenry, Sr.) and CITY OF FORT WAYNE (Board of Public Works) to utilize PVC O-3034 Sewer Pipe, cell classification 13364B, for Resolution No. 328-80 of the Spy Run Study Area, known as "NEUHAUS INTERCONNECT" Executed this 19th day of February, 1981. (Ref. Sewer Res. 314-80, Ph. II)

Approved and on file inBoard of Public Works.

A true copy is incorporated herein.

14. Received Release of Sewer Easement whereby city of Fort Wayne releases and abondons any sanitary sewer easement established by GRANT OF EASEMENT dated June 2, 1980 - DANIEL D. OOEHLA AND ELEANOR L. OOEHLA. as recorded by Oocument No. 80-011485.

Approved. Copy on file in the Board of Public Works.

15.a. Received the request from Roto-Rooter, P.O. Box 6141, for permission to barricade rear of 2137 Eby on Feb. 23 and 24, 1981 around the clock to repair sanitary sewer.

b. Received a request from Democratic Headquarters, 709 S. Clinton for permission to barricade the east lane of 700 block of S. Clinton on Saturday, Feb. 14, 1981 from 8:30 a.m. to 11:00 a.m. for Moving contents.

c. Received request from Martin, Inc. 4315 Meyer Road for permission to barricade the sidewalk at 1417, 1421 and 1423 Calhoun at all times starting January 9, 1981 for Demolition of Buildings at location.

d. Received request from Lincoln National Sales Corporation, 1300 So. Clinton St., for permission to barricade Harrison Street closed between Douglas & Brackenridge at home office building for ANNUAL LINCOLN LIFE BOY SCOUT PILGRIMAGE on Feb. 12, 1981 at 7:10 p.m.

e. Received a request from NIPSCO - Jules Kleinrichert, for permission to barricade East side of 4500 block of Arlington Avenue on February 24 and 25, 1981 at all times - INSTALLING GAS LINE.

Approved and permits issued.

Meeting adjourned at 10:40 a.m.

Robert A. Anderson, Jr.

BOARD OF PUBLIC WORKS

ATTEST:

Sandra E. Kennedy
Clerk

Thursday, February 26, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, H.R. Gamache, R.A. Staten
Sandra Kennedy

1. Continued from February 12, 1981
HEARING ON CONFIRMATION:

Sidewalk and Retaining Wall Resolution No. 5892-80 for improving sidewalk on the south side of Jones Street from College to Nelson Streets also construct retaining wall on the south side of Jones Street from College to Nelson Streets.

CONFIRMED.

Advertise Notice to Contractors March 6 and 13, 1981.

Ordered the Street Engineering Department to prepare bid documents.

Receive bids on Wednesday, March 18, 1981 at 9 a.m.

2. Received plans and specifications for FORT WAYNE ADVANCED WASTEWATER TREATMENT PLANT - C-180774-03 prepared by Howard Needles Tammen Bergendoff.

Approved. H.I.

Advertise Notice to Contractors March 6 and 20, 1981.

Receive bids on Tuesday, April 21, 1981 at 9 a.m.

Bid documents are to be acquired at the office of HNTB, Indianapolis, Indiana 46268.

Meeting adjourned at 4:00 p.m.

ATTEST:

Sandra E. Kennedy
Clerk

BOARD OF PUBLIC WORKS

Wednesday, March 4, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, R. A. Staten
Anne Fox, Protem

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received street cut applications: — Approved and permits issued.

Anthony N/Dodge	---	C.U.
6424 S. Anthony	---	NIPSCO
6416 S. Anthony	---	"
437 Arcadia Ct.	---	C.U.
1828 Broadway	---	"
1220 S. Calhoun	---	"
Clay S/Washington	---	"
435 Dalgren	---	"
2318 Eby	---	"
Forest Park N/State	---	"
Francis N/Lewis	---	"
1703 Franklin (alley)	---	Bakers Trench.
Harrison & Douglas	---	C.U.
4700 Industrial Rd.	---	NIPSCO
303 W. Jefferson	---	C.U.
611 Madison	---	Troy Wilson
623 Madison (alley)	---	NIPSCO
Main & Court	---	C.U.
3900 Mobile	---	"
1313 Morton	---	NIPSCO
Riveria at Catalina	---	C.U.
3641 St. Joe Ctr. Rd.	---	"
5962 St. Joe Rd.	---	NIPSCO
2809 Smith (prkstrp)	---	C.U.
5610 Smith	---	Golden Rule
E. State W/Anthony	---	C.U.
Taylor & Bevel	---	"
6324 & 6308 Thaxton	---	NIPSCO
2300 Winch (2)	---	C.U.
4317 Winston (prkstrp).	---	"
2102 Catalpa (2)	---	NIPSCO
922 Kinsmoor (alley)	---	"
2143 Covington	---	"
2543 Carver Ct.	---	"
6222 Kent	---	"
4705 Winter	---	"
3105 Abbott	---	"
2702 Taylor (2)	---	"
Arlington & Sherwood Terrace	---	"
2915 S. Harrison (alley)	---	"
2333 Paulding	---	"
2311, 2329, 2305 and 2327 Lafayette (prkstrp)	---	"
603 W. Packard	---	"

4. Received driveway application:

   5618 Inland Trail -------R.D. Witmer

   Approved and permit issued.

5. RECEIVE BIOS:

   Street Lighting Resolution No. 150-81 for the installation of street lighting in Northwest Central Phase V Impact Area more specifically identified as Fourth Street from Wells Street to Harrison, Fifth Street from Wells to Harrison, Sixth Street from Wells to Harrison and Cass Street from Putnam Street to Second Street.
   CITY PAIO.

   Referred to the Street Lighting Engineering Department for tabulation and report.

   Award contract on Wednesday, March 11, 1981 at 9:00 a.m.

   BIGGS ELECTRICAL ---------- $14,885.15

   OELP ELECTRIC ---------- 20,635.12

   N. G. GILBERT CORP. ---------- 18,845.00

   T & F CONST. CORP. ---------- 16,502.60

6. Received the following requests for permission to barricade:

   (a) Oailey Const. Co., P.O. Box 8132, for barricade of Calhoun between Douglas and Brackenridge on March 2 thru March 6, 1981 at all times for installation of telephone conduit for Lincoln Life Insurance Company.

   (b) Ft. Wayne Cablevision, 720 Taylor, for barricade of Calhoun St (900 blk. thru 500 blk.) on Tuesday, March 3, 1981 from 9 a.m. to 3 p.m. for installing cable in jail.

   (c) Rocco Ferrera, P.O. Box 5270, for barricade of Oswego bet. Somerset and Vance on March 3, 1981 for approximately two weeks around the clock for SEWER CONSTRUCTION.

   (d) Waynesfield Construction Company, 700 Franke Pk. Dr.,for barricade Eastbrook between Grove and Edgebrook on Friday, March 6, 1981 from 8:00 a.m. to 5:00 p.m. for SEWER CONSTRUCTION.

   (e) Waynesfield Const. Company, 700 Franke Pk. Or. for barricade of Sherman at Franke Park, Westbrook between Grove into Vesey Park on March 9th thru March 11, 1981 from 8:00 a.m. to 5:00 p.m. for SEWER CONSTRUCTION.

   Above permits approved and permits issued.

Meeting adjourned at 9:25 a.m.

ATTEST:

Sandra E Kennedy
Clerk

BOARD OF PUBLIC WORKS

Thursday, March 5, 1981

Department of Public Works
Office of the Board
Room 910, City County Building
Regular meeting held at 3:30 p.m.

M.L. AKERS, R.A. STATEN
Sandra E. Kennedy, Clerk

M. L. Akers, R. A. Staten
Anne Fox, Protem

1. Continued from February 19, 1981
HEARING ON CONFIRMATION:

Curbs, Sidewalk and Lighting Resolution No. 5898-81 for constructing new curbs and sidewalks where needed on both sides of West Oakdale Drive from South Wayne to Fairfield and by replacement of existing street lighting with new ornamental street lights.

CONFIRMED.

Advertise Notice to Contractors on March 13 and 20, 1981.

Receive bids on Wednesday, March 25, 1981 at 9:00 a.m.

Ordered the Street Engineering Department to prepare bid documents.

2. Received Final Assessment Rolls of Benefits and Damages prepared by the Water Pollution Control Engineering Department for the following Sewer Easements for SPY RUN INTERCONNECT INTERCEPTOR SEWER: (Sewer Res. 323-80, 325-80, 328-80 and 329-80)

186-80 - Spy Run Interconnect Interceptor
187-80 Highview Park - Edgewood Park
188-80 Elkridge Addition
189-80 Neuhaus, Phase I - Pierce Park
190-80 Neuhaus, Phase II - Westgate - Washington Heights
191-80 Neuhaus, Phase III - Feichter's Leesburg Addition.

CONFIRMED.

Ordered sent to the Department of Finance.

Meeting adjourned at 3:40 p.m.

ATTEST:

Sandra E Kennedy
Clerk

BOARD OF PUBLIC WORKS

Wednesday, March 11, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, R.A. STATEN, B.R. COLLINS
Sandra E. Kennedy, Clerk

M.L. Akers, R.A. Staten,
B.R. Collins
Sandra Kennedy

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received sidewalk applications: — Approved and permits issued.

3502 Indiana ----------Mike Forbing
5618 Inland Trail ----------R. D. Witmer

4. Received street cut applications: — Approved and permits issued.

3729 Mulberry	---	NIPSCO
1300 S. Calhoun	---	Oailey
2608 Carver Ct.	--	NIPSCO
2720 Cublertson	---	C.U.
Douglas & Calhoun	---	"
2649 Ethel	---	"
Forest Ave. & Forest Pk. Blvd.	---	"
5418 S. Harrison	---	NIPSCO
2501 Hazelwood	---	"
Kenwood & Rolston	---	C.U.
2329 S. Lafayette	---	Griffin Enter.
Lewis & Anthony	---	C.U.
3307 Lillie	---	"
1721 Meridian	---	NIPSCO
3330 S. Monroe	---	C.U.
1131 W. Oakdale	---	NIPSCO
2053 Ontario Circle	---	C.U.
1313 W. Packard	---	"
934 Pape	---	NIPSCO
Projects N/ Collins (2)	---	"
6616 Redbud	---	C.U.
2216 Rehm	---	NIPSCO
Rivermet & ST. Joseph River Dr.	---	C.U.
2602 Merivale / Rolston	---	NIPSCO
4030 S. Wayne (alley)	---	"
1909 Vance	---	C.U.
2929 E. Washington	---	NIPSCO
2575 E. Washington	---	"
4906 Webster	---	"
5210 S. Webster	---	"
4208 N. Wells	---	"
5519 Winter	---	"

4301 Arlington (alley)	--- NIPSCO
2536 Winter (alley)	--- "
Gay 8uchanan	--- "
600 Blk. E. Pontiac	--- "
Trier & Hobson	--- "
2908 Adams	--- "
Beaver S/ Kinnaird	--- C.U.
525 8erwyn Lane	--- "
Broadway N/ Grace	--- "
2530 Carver Ct.	--- NIPSCO
543 Clayton	--- "
2143 Covington	--- "
6415 S. Calhoun	--- "
1110 Farwood	--- "
Grace E/Broadway	--- C.U.
3806 & 3904 Grayston	--- NIPSCO
3920 S. Hanna (alley)	--- Troy Wilson
2412 S. Hanna	--- NIPSCO
1707 N. Harrison	--- North Side Plumb
Home W/8roadway	--- C.U.
Huestis W/ 8roadway	--- "
7103 Ideal	--- "
4407 S. Lafayette (alley)	--- NIPSCO
609 Lavina	--- C.U.
Maple W/ 8roadway	--- "
1635 Melrose	--- "
5210 N. Bend Dr.	--- NIPSCO
408 Nussbaum	--- C.U.
934 Pape	--- "
2333 Paulding	---NIPSCO
Schick & Washington	---C.U.
2933 Sherman	---NIPSCO
506 Stratton Rd.	--- "
2754 Turtle Creek Dr.	---Fritcha Const.
2530 Tyler	---NIPSCO
University & Washington	---C.U.
E. Washington W/ Harmer	--- "
Wincherster Rd. & 8luffton	--- "
1422 Summit	---NIPSCO
Tilden & Pemberton	--- "
Club House W. Foster Park	--- "
918 W. Wildwood (alley)	--- "
2015 Sherman	--- "
1204 Nelson	--- "
2926 Abbott (alley)	--- "
5210 N. 8end Dr.	--- "
2106 Getz Rd.	--- "
536 E. Madison (alley)	--- "

5. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Street Lighting Engineering Department for Street Lighting Resolution No. 150-81 - NORTHWEST CENTRAL Phase V Impact Area.

AWARD contract to 8iggs Electircal Construction, Inc. at anf for their bid in the amount of $37,217.80 subject to Councilmanic approval.

Ordered the Street Lighting Engineering Department to prepare contract and necessary documents.

6. Received Improvement Resolution No. 5901-81, final plans, estimate, and specifications prepared by the Street Engineering Department for improving by repairing concrete pavement in the 2600 8lock of Prairie Grove Avenue.

Approved and adopted. A true copy is herein incorporated.

Advertise Notice to Contractors on March 20 and 27, 1981.

Receive bids on Wednesday, April 1, 1981 at 9:00 a.m.

Ordered the Street Engineering Department to prepare bid documents.

7. Received Curb and Sidewalk Resolution No. 5897-81, final plans, estimate and specifications prepared by the Street Engineering Oepartment for improving curbs and sidewalk, where needed, on the following streets: (1) Harmar - the east and west sides from the alley north of Eliza to the alley south of Eliza (2) Gay St., - the east side from Lewis on the north to the alley south of Eliza and the west side from Hugh on the north to the alley south of Eliza (3) Eliza St. - the north and south sides bounded by Harmar on the west and Gay on the east (4) Chute St. - from Lewis Street to Eliza Street (EAST CENTRAL NEIGHBORHOOO, PHASE VI).

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Contractors March 20 and 27, 1981.

Receive bids on Wednesday, April 1, 1981 at 9:00 a.m.

Ordered the Street Engineering Department to prepare bid documents.

8. Received Curb and Sidewalk Resolution No. 5894-1981, final plans, estimate and specifications prepared by the Street Engineering Oepartment for improving by constructing curbs and sidewalks where needed along:
SHORT STREET - east side between Spring and Huffman.
GELLER STREET - west side between Spring and Huffman.
BARTHOLO STREET - east side between Spring and Huffman.
ANOREW STREET - both sides between Spring Putnam Streets.
HENSCH STREET - both sides between Huffman and Putnam Streets.
MERIOIAN STREET - as needed between Huffman and Putnam.

Also known as NORTHWEST CENTRAL NEIGHBORHOOO, PHASE IV_- B, Capital Improvement.

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Contractors March 20 and 27, 1981.

Receive bids on Wednesday, April 1, 1981 at 9:00 a.m.

Ordered the Street Engineering Department to prepae bid documents.

9. Received Street Lighting Resolution No. 151-81, final plans, estimate and specifications prepared by the Street Lighting Engineering Department for the installation of street lighting on Hugh Street from McCulloch Street to Winter Street; Winter Street from Lewis Street to Hayden Street; Lillie Street from Lewis Street to Hayden Street and Alliger Street from Winter Street to Anthony Boulevard more specifically known as EAST CENTRAL PHASE VI IMPACT AREA.

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Contractors March 20 and 27, 1981.

Receive bids on Wednesday, April 1, 1981 at 9:00 a.m.

Ordered the Street Lighting Engineering Department to prepare bid documents.

10. Received Curb and Sidewalk Resolution No. 5900-81, final plans, estimate and specifications prepared by the Street Engineering Oepartment for improving curbs and sidewalks where needed on Lillie Street east and west sides from Creighton south to Pontiac; and John Street east and west sides from Creighton north to Buchanan - known as HANNA-CREIGHTON NEIGHBORHOOD, PHASE V. (City paid).

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Contractors on March 20 and 27, 1981.

Receive bids on Wednesday, April 1, 1981 at 9:00 a.m.

Ordered the Street Engineering Oepartment to prepare bid documents.

11. Received quotations from the Purchasing Agent for the proposed purchase of one Asphalt Paver for the Street Department:

INDIANA EQUIPMENT CO. ---------- $31,597.50
REID-HOLCOMB, INC. ---------- $51,592.00
DEEOS EQUIPMENT COMPANY ---------- $26,500.00
STATE EQUIPMENT COMPANY, INC. ----- $65,188.00

Through the recommendation of the Purchasing Agent the bid of Indiana Equipment Company was accepted under Purchase Order No. A-000557 in the amount of $31,597.50.

Ordered sent to the Common Council on Tuesday, March 24, 1981 at 8:00 p.m.

12. Received petition for the replacement of damaged sidewalk fronting the property on 2210 East Rudisill.	Approved. Ordered the Street Engineering Oepartment to investigate and report. 8oard Order No. 10-81.
13. Received quotations from the Purchasing Agent for the proposed lease of one four-wheel drive vehicle for the Water Pollution Control Engineering Department: ALLEN COUNTY MOTORS, INC. ---- $330,00/mo. JIM KELLEY LEASING ---- 359.21/mo. HEFNER CHEVROLET ---- 390.50/mo.	Through the recommendation of the Purchasing Agent the bid of JIM KELLEY LEASING was accepted under Purchase Order No. A-007796 in the amount of $3,592.10. Ordered sent to the Common Council on Tuesday, March 24, 1981 at 8:00 p.m.
14. Received Contract, Guaranty and Liability Bonds of Weikel Line Company in the amount of $32,566.73 prepared by the Street Lighting Engineering Oepartment signed by Reliance Insurance Company for Street Lighting Resolution No. 149-80 - VILLAGE WOOOS AREA.	Approved. Ordered sent to the Common Council on Tuesday, March 24, 1981 at 8:00 p.m.
15. Received invoice #7 of Reid, Quebe, Allison, Wilcox and Associates, Inc. in the amount of $7,028.22 approved by the Water Pollution Control Engineering Oepartment covering engineering services for COMBINEO SEWER OVERFLOW STUDY - C-180775-01.	Approved and ordered paid by City Utilities from the Water Pollution Control Utility Fund. Escrow Account in amount of $1,240.28 to Lincoln Nat'l. Bank.
16. Received invoice #7 of Consolidated Rail Corporation in the amount of $14,601.11 approved by the Street Engineering Department covering agreement in connection with EWING - WELLS - FAIRFIELO 8RIOGE. Amount is for service from October 1980 to December, 1980.	Approved and ordered paid from LRS Account #402-138-338-03-4265.
17. Received invoice #1 of The Weikel Line Co., Inc. in the amount of $5,113.89 approved by the Street Lighting Engineering Department covering Street Lighting Resolution 147-80-002 Crestwood Colony Addition.	Approved and ordered paid from Revenue Sharing Account.
18. Received invoice of North Eastern Construction Co., Inc. in the amount of $27,617.67 approved by the Water Engineering Oepartment covering work on Contract 80-XP-1 LEY ROAO WATER MAIN EXTENSION.	Approved and ordered paid by City Utilities from the Water Utility Fund.
19. Received invoice #6 of Reid, Quebe, Allison, Wilcox and Associates, Inc. in the amount of $6,569.23 approved by the Water Pollution Control Engineering Oepartment covering engineering services for COMBINEO SEWER OVERFLOW STUOY - C-180775-01.	Approved and ordered paid by City Utilities from the Water Pollution Control Utility Fund. Escrow Account in amount of $1,159.28 to Lincoln Nat'l. Bank.
20. Received invoice of Clyde E. Willams &, Associates, Inc. in the amount of $3,200.68 for professional services per agreement dated October 3, 1978, Supplement No. 2 dated November 26, 1979 and Supplement No. 3 dated September 3, 1980.	Approved and ordered paid from LRS Account 402-138-338-11-4265.

21. Received partial payment #18 of Shambaugh & Son, Inc. in the amount of $4,753.00 approved by McNamee, Porter and Seeley and Oepartment of Water Resources covering Water Contract 77-W-3 - WATER WORKS IMPROVEMENTS - St. Joseph Oam and Pump Station.

Approved and ordered paid by City Utilities from the Water Utility Fund.

22. Received partial payment #5 of Worthington Pump Corporation in the amount of $18,606.25 approved by McNamee, Porter and Seeley and Oepartment of Water Resources covering Water Contract 77-W-4 - WATER WORKS IMPROVEMENTS - St. Joe Oam.

Approved and ordered paid by City Utilities from the Water Utility Fund.

23. Received partial payment estimate #25 of Hagerman/Shambaugh, joint bidders, in the amount of $211,675.53 approved by McNamee, Porter and Seeley and Oirector of Water Resources covering Water Contract 77-W-2 WATER WORKS IMPROVEMENTS FILTRATION PLANT AOOITIONS.

Approved and ordered City Utilities to pay the amount of $211,675.53 paid to Hagerman-Shambaugh.

Also, ordered the amount of $11,140.82 to Hagerman/ Shambaugh Escrow Account at Fort Wayne National Bank.

Payments are to be made from the Water Utility Fund.

24. Received invoice of Robert L. Kelley in the amount of $1,045.00 for fees for appraising, inspecting, etc. for abandoned vehicles during January, February and March, 1981.

Approved and ordered paid from Abandoned Vehicle Fund.

25. Received invoice 70-10-210-01-30 of McNamee Porter and Seeley in the amount of $11,721.64 approved by the Oirector of Water Resources covering engineering services per contract between the City and the Engineers dated Oecember 7, 1970 and Amendment No. 1 dated March 30, 1977. (77-W-1, 2 and 3).

Approved and ordered paid by City Utilities from the Water Utility Fund.

26. Received invoices from Street Engineering Oepartment for Engineering Services from October 7, 1979 thru December 31, 1980 on Community Development and Planning Projects as follows:

Approved and ordered forwarded to Community Development and Planning for payment to the City Controller.

Total payment is $42,340.73.

1. invoice #3 Oxford Impact Area, Phase III Resolution No. 5812-78 - 8.0. 49-78.--------$ 190.89
2. invoice #3 Nebraska Impact Area, Phase IV, Resolution No. 5827-79 - 192-78 ----------$ 1,617.84
3. invoice #3 Hanna - Creighton Impact Area, Phase III, Resolution No. 5828-79, 8.0. 187-78 --- $ 882.89
4. invoice #3 LaRez Impact Area Phase II, Resolution #5829-79, 8.0. 199-78 ------ 477.23
5. invoice #3 East Central Impact Area, Phase IV, Resolution No. 5828-79 8.0. 187-78----- 656.21
6. invoice #3 West Central Impact Area, Phase IV, Resolution No. 5827-79, 8.0. 193-78----- 311.88
7. invoice #1 Northwest Central Neigh., Phase IV, Resolution No. 5869-80, 8. 0. 159-79---- 2,016.94
8. invoice #2 Nebraska Neigh., Phase V Resolution No. 5870-80, B.O. 154-79 ---------- 1,200.52
9. invoice #1 Hanna-Creighton Neigh., Phase IV Resolution No. 5876-80 8.0. 156-79 ----------10,426.38

...ed #26 item:

invoice #1 Oxford Neigh., Phase V Capital Improvement Resolution 5882-80 B.O. 156-79 ----------$10,426.38

invoice #1 West Central Phase V - Resolution No, 5875-80, B.O. 160-79 ----- 2,177.23

invoice #1 LaRez Neigh. III (3rd Year Impact Area CDBG Yr. V) Resolutions 5880-80 and 5887-80, B.O. 157-79--------- 6,757.77

invoice #1 East Central Neigh. Phase V Resolution 5868-80 ---------- 6,661.68

invoice #1 Northwest Central Neigh., Phase IV-8 Resolution No. 5894-81 B.O. 128-80.---------- 442.75

invoice #1 Northwest Central Neigh., Phase V Resolution No. 5869-80, B.O.132-80 ---------- 147.59

invoice #1 Nebraska Neighborhood, Phase VI, Resolution No. B.O. 135-80---------- 344.37

invoice #1 East Central Neighborhood, Phase VI Resolution 5897-81 B.O. 130-80--- 335.98

Received inspection report from the Street Engineering Department and Completion Affidavit of Northeastern Construction Company, Inc. with Guaranty Bond in the amount of $7,050.00 signed by American States Insurance Company for SUMMERFIELD SECTION II, Phase I - Bethany Lane.

Approved.

Ordered acceptance letter written.

Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of T - G Excavating, Inc. with Guaranty Bond in the amount of $1.500.00 signed by Fidelity and Deposit Company of Maryland for Special Sewer Permit for Geneva Street Sanitary Sewer Extension.

Approved.

Ordered acceptance letter written.

Received Utility Agreements and Project Engineer Assignment on PROJECT NO. M--F072 (1) for Hobson Road from Ivy League Drive to Stellhorn Road.

Approved. A true copy is incorporated herein.

Received Letter of Agreement between City of Fort Wayne through its Board of Public Works and Clyde E. Williams & Associates, Inc. for increasing maximum fee of $20,000 to $26,000 on Crescent Avenue.

Approved. A true copy is incorporated herein.

Received invoice of Bonar & Associates, Inc. in the amount of $5,000.00 approved by the Director of Transportation covering services in accordance with Agreement dated 7-3-80 - State Boulevard Project - Environmental Services.

Approved and ordered paid from New LRS Acct. for State Street Blvd. Project.

Received invoice of Bonar & Associates, Inc. in the amount of $21,096.00 approved by the Director of Transportation covering services in accordance with agreement of July 16, 1980 - Bluffton Road Project MFO80(1) from Engle Road to St. Mary's River.

Approved and ordered paid from LRS Account - Bluffton Road.

33. Received the following requests for permission to barricade:

Approved and permits issued

a. John Oehner, Inc. P.O. Box 11346, on March 9 and 10, 1981 from 7:00 a.m. thru 6:00 p.m. between Wayne Trace and Hessen Cassel on Paulding.
PURPOSE: Construction of sewer along Trier Oitch and across Paulding Road.

b. Acme Demolition (Jim Hughes), 1702 Simons, for barricading first alley north between Wells and Cass on Tuesday, March 10, 1981 for approximately two weeks - around the clock.
Purpose: Demolition of brick building.

c. Rocco Ferrera, P.O. Box 5270 46895, to barricade Glazier and Northside Orive to Vance and Oswego on March 10 thru 13, 1981 from 8:00 a.m. thru 5:00 p.m.
PURPOSE: Sewer Project.

d. Morse Electric Company, 712 N. Niles, So. Bend, Ind., to barricade Calhoun between Wayne and Washington on Tuesday, March 10, 1981, for approximately three weeks from 8:00 a.m. to 3:30 p.m. except Sat. & Sun.
PURPOSE: Street cuts - One Summit Square.

e. Galbreath - Turner, One Summit Square, to barricade north bound lane of Calhoun at Calhoun and Washington - One Summit Square to Peoples Bank on March 11, 1981 from 10 a.m. to 4:00 p.m.
PURPOSE: Construction activities - crane setting there.

f. Oave Riemen, 101 E. Maple Grove, for permission to barricade Ooan at Calhoun and Noll at Paulding on March 14, 1981 from 7 a.m. to 10:00 p.m.
PURPOSE: Bishop Luers Swing Forum Contest - to control parking.

9. Shambaugh & Son, 9011 Front Street, for permission to barricade Calhoun from Washington to Wayne on Sunday, March 15, 1981 from 9:00 a.m. to 12 Noon.
Purpose Run fire test for One Summit Square.

h. Chamber of Commerce, 826 Ewing, for permission to post "NO PARKING" signs along east side Ewing Street between Wayne and Berry Streets on March 17 and 18, 1981 from 3:00 p.m. to 10:00 p.m.
PURPOSE: Street Parking Bulletin for Exhibitors.

Meeting adjourned at 10:30 a.m.

ATTEST:

Sandra E. Kennedy
Clerk

BOARD OF PUBLIC WORKS

Wednesday, March 18, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS R. A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

M.L. Akers, R.A. Staten, B.R. Collins
Sandra Kennedy

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received private sidewalk applications: — Approved and permit issued.

4028 Bowser ---------- Duane Barth
907 Nuttman ---------- Mike Forbing

4. Received driveway application: — Approved and permit issued.

4216 Coldwater Road ------- Silkworth Commercial

5. Received street cut applications: — Approved and permit issued.

904 Aurora Knolls Lane ---------- NIPSCO
900 Calhoun --- Morse Elec.
2105 Catalpa --- NIPSCO
906 Eliza --- "
2808 Evans --- C.U.
916 Francis --- "
2106 Getz --- NIPSCO
801 Glasgow --- C.U.
2002 S. Hanna --- Griffin Enterprises
Hanna & Decatur Rd. --- C.U.
High & Sherman ---
4521 Investment --- NIPSCO
4003 Inwood Court --- C.U.
1310 Huron --- "
2309 Inwood --- "
5227 Northcrest --- "
3100 Reynolds (2) --- "
6049 E. State --- NIPSCO
5933 E. State --- "
1422 Summit (alley) --- "
4110 Trick --- "
1328 Trick --- "
1207 E. Washington --- Griffin Enterprises
6815 S. Anthony --- NIPSCO
3506 Bass Rd. --- "
1424 Dubois --- "
3708 Forest --- "
2810 Prairie Grove --- "
1339 Sinclair --- "
5510 Webster --- "
5320 Webster --- "
4825 and 4642 Warsaw (prkstrps)--- "

Allen & Cumberland ----------C.U.	
6815 S. Anthony	--- NIPSCO
Bunt Or. S/ Paulding	--- C.U.
1117 Chute	--- "
3201 Crescent	--- NIPSCO
813 Delaware	--- C.U.
Ounwood & N. Clinton	--- "
401 Edgeknoll	--- "
Fairfax E/Gaywood	--- "
5300 81k. Hoagland	--- "
Hoagland & Lennox	--- "
5312 Hoagland (4)	--- "
Trier & Hobson Intersec.	--- NIPSCO
7103 Ideal	--- "
3737 Lake	--- MEP Corp.
4720 S. Lafayette	--- NIPSCO
Maplewood & Worth	--- C.U.
1400 blk. Medical Park Or.	--- NIPSCO
4642 Warsaw	--- "
412 Nussbaum (prkstrp)	--- C.U.
2351 Reed Rd.	--- NIPSCO
2117 Strathmore	--- "
Stophlet St.(30) curbline & st.	--- "
2754 Turtle Creek Or.	--- Fritch Const.
Wayne & Clay	--- C.U.
5510 Webster	--- NIPSCO
5320 Webster	--- "
2810 Prairie Grove	--- "
1612 Sherman	--- "
1339 Sinclair	--- "
East end of Superior at Three Rivers Apts. (2)	--- C.U.
4825 Warsaw	--- NIPSCO
1123 W. Wildwood	--- C.U.
W. Foster Park (Club HOUSE)	--- NIPSCO canceled
3506 8ass (prkstrp)	--- "
128 W. Washington	--- NIPSCO
2519 S. Calhoun (alley)	--- "
4216 Coldwater Rd. (prkstrp)	--- "
212 W. Williams (prkstrp)	--- "
6216 Kiwanis Or.	--- "
5421 S. Harrison	--- "
3300 Maumee (prkstrp)	--- "
2421 Monmouth Dr.	--- "
3737 S. 8arr (prkstrp)	--- "

6. Received pole line application:

Approved and permit issued.

Trier Road and Hobson Road ---------- Gen. Tele Co.

7. RECEIVE 8IDS:

Referred to the Street Engineering Department for tabulation and repoort.

Sidewalk & Retaining Resolution 5892-80 for improving sidewalk on the south side of Jones Street from College to Nelson Streets, also construct retaining wall on the south side of Jones Street from College to Nelson Streets:

Will award contract on Wednesday, March 25, 1981 at 9:00 a.m.

L. W. OAILEY, INC.	---	$ 8,955.40
GAETWAY CONST. CO.	---	7,687.00
HIPSKINO ASPHALT CORP.	---	7,312.25
SIMERMAN CONST. CO.	---	5,775.30
SPEARS-OEHNER, INC.	---	6,946.70
T & F CONST. CORP.	---	6,918.50
REITH-RILEY CONST. CO.	---	8,840.50
HIPSKIND CONCRETE CO.	---	7,893.25

8. Received partial payment estimate #2 of Waynesfield Const. Company in the amount of $299,884.44 approved by the Water Pollution Control Engineering Department covering Sewer Resolution No. 323-80 Spy Run Area - C-180599-07.	Ordered City Utilities to pay invoice in the amount of $299,884.44. Also ordered the amount of $33,308.27 paid to Waynesfield Escrow Account at Fort Wayne National Bank. Payments are to be made from the Water Pollution Control Utility Fund.
9. Received partial payment estimate #1 of North Eastern Construction Company in the amount of $13,830.30 approved by the WPC Engr. Dept. covering Sewer Resolution 327-80 Spy Run Area - C-180599-07.	Ordered City Utilities to pay invoice in the amount of $13,830.30 Also ordered the amount of $1,536.70 paid to North Eastern Escrow Account at Three Rivers Title Company. Payments are to be made from the WPC Utility Fund.
10. Received partial payment estimate #1 of Ground Services, Inc. in the amount of $42,444.28 approved by the WPC Engr. Dept. covering Sewer Resolution No. 328-80 Spy Run Area - C-180500-07.	Ordered City Utilities to pay invoice in the amount of $42,444.28. Also ordered the amount of $4,716.00 paid to Ground Services Escrow Account at Peoples Trust Bank. Payments are to be made from the WPC Utility Fund.
11. Received partial payment estimate #1 of Busch, Inc in the amount of $71,604.00 approved by the WPC Engr. Oept. covering Sewer Resolution No. 310-80, Phase II - St. Joseph Area - C-180599-06.	Ordered City Utilities to pay invoice in the amount of $71,604.00. Also ordered the amount of $7,956.00 paid to Busch Escrow Account at Lincoln National Bank. Payments are to be made from the WPC Utility Fund.
12. Received partial payment estimate #2 of Joe R. Norman Constractor, Inc. in the amount of $124,667.28 approved by the WPC Engr. Dept. covering Sewer Resolution No. 310-80, Phase III St. Joe Area - C-180599-06.	Ordered City Utilities to pay invoice in the amount of $124,667.28. Also ordered the amount of $13,851.92 paid to Joe R. Norman Escrow Account at American Fletcher National, Indianapolis, Indiana. Payments are to be made from the WPC Utility Fund.
13. Received partial payment estimate #2 of Rocco Ferrera & Co., Inc. in the amount of $375,240.53 approved by the WPC Engr. Oept. covering Sewer Resolution No. 310-80, Phase IV St. Joe Area - C-180599-06.	Ordered City Utilities to pay invoice in the amount of $375,240.53. Also ordered the amount of $41,693.39 paid to Rocco Ferrera & Co. Escrow Account at Lincoln National Bank. Payments are to be made from the WPC Utility Fund.
14. Received partial payment estimate #2 of Weitzel Construction Co., Inc. in the amount of $34,080.67 approved by the WPC Engr. Dept. covering Sewer Resolution No. 312-80 St. Joe Area - C-180599-06.	Ordered City Utilities to pay invoice in the amount of $34,080.67. Also ordered the amount of $3,786.74 paid to Weitzel Escrow Account at Lincoln National Bank. Payments are to be made from the WPC Utility Fund.

15. Received partial payment estimate #2 of Earth Const. & Engr., Inc. in the amount of $42,857.24 approved by the WPC Engr. Dept. covering Sewer Resolution No. 313-80 - St. Joe Area - C-180599-06.

Ordered City Utilities to pay invoice in the amount of $42,857.24.

Also ordered the amount of $ 4,761.92 paid to Earth Const. & Engr. Escrow Account at Lincoln National Bank.

Payments are to be made from the WPC Utility Fund.

16. Received partial payment estimate #1 of Earth Const. & Engr., Inc. in the amount of $13, 886.29 approved by the WPC Engr. Oept. covering Sewer Resolution No. 314-80 - St. Joe Area - C-180599-06. Phase I.

Ordered City Utilities to pay invoice in the amount of $13,886.29.

Also ordered the amount of $1,542.92 paid to Earth Const. & Engr. Escrow Account at Lincoln National Bank.

Payments are to be made from the WPC Utility Fund.

17. Received partial payment estimate #2 of Bercot, Inc. in the amount of $63,124.38 approved by the WPC Engr. Dept. covering Sewer Resolution No. 314-80, Phase II St. Joe Area - C-180599-06.

Ordered City Utilities to pay invoice in the amount of $63,124.38.

Also ordered the amount of $7,013.82 paid to Bercot Escrow Account at Indiana Bank & Trust Co.

Payments are to be made from the WPC Utility Fund.

18. Received partial payment estimate #1 of Earth Const. & Engr., Inc. in the amount of $22,745.29 approved by the WPC Engr. Oept. covering Sewer Resolution No. 315-80 - St. Joe Area - C-180599-06.

Ordered City Utilities to pay invoice in the amount of $22,745.29.

Also ordered the amount of $2,527.25 paid to Earth Const. & Engr. Escrow Account at Lincoln National Bank.

Payments are to be made from the WPC Utility Fund.

19. Received partial payment estimate #1 of Scheidleman Excavating, Inc. in the amount of $23,839.98 approved by the WPC Engineering Department covering Sewer Resolution No. 320-80 St. Joe Area - C-180599-06.

Ordered City Utilities to pay invoice in the amount of $23,839.98.

Also ordered the amount of $2,648.88 paid to Scheidleman Excavating Escrow Account at Lincoln National Bank.

Payments are to be made from the WPC Utility Fund.

20. Received partial payment estimate #2 of T - G Excavating, Inc. in the amount of $11,340.18 approved by the WPC Engr. Dept. covering Sewer Resolution No. 321-80 St. Joe Area - C-180599-06.

Ordered City Utiliites to pay invoice in the amount of $11,340.18.

Also ordered the amount of $1,260.02 paid to T - G Excavating Escrow Account at Anthony Wayne Bank.

21. Received invoice #78-08-310-01-0-30 of Howard Needles Tammen & Bergendoff in the amount of $2,500.00 approved by the Director of Water Resources for professional engineering services performed in connection with the preparation of a Step III Grant Application for Phases A, B and C of the Additions and Improvements to the Wastewater Facilities in accordance with our Supplemental Agreement No. 1 dated February 22, 1979.

Approved and ordered City Utilities to pay invoice.

Payment is to be made from the Water Pollution Control Utility Fund.

22. Received invoice #16 of Moellering Construction Company, Inc. in the amount of $17,413.90 approved by the Street Engineering Department covering Ewing-Fairfield-Wells Street Bridge. Amount represents the City's 30% share.	Approved and ordered paid from LRS Account #402-138-338-03-4265.
23. Received invoice of Butler, Fairman & Seufert, Inc. in the amount of $2,519.60 approved by the Street Engineering Department covering City's 59% share on ST. JOE ROAD (SR #37 to Evard Road) ACR-4-71.	Approved and ordered paid from LRS Account 402-138-338-05-4265.
24. Received invoice of M & G Properties in the amount of $8,840.69 approved by the Water Pollution Control Engineering Departmwnt covering 8aer Field West Sanitary Sewer.	Approved and ordered City Utilities to pay invoice from the Water Pollution Control Utility Fund.
25. Invitational bids were received by the Street Engineering Department for miscellaneous repairs and replacement of curbs and parkstrips at 6700 Coldwater, 2240 Eastbrook, NW cor. Hike and Shell and 3625 - 3631 Coldwater Road. 8id of Simerman Construction Company, Inc. in the amount of $1,486.00 was lowest.	Approved. Ordered purchase order issued to cover the amount of project.
26. Invitational bids were taken by Street Engineering Department and award was made to Ground Services, Inc. for drainage restoration and repairs at Southview and Warsaw Streets. Received invoice of Ground Service, Inc. in the amount of $3,500.00 covering this project.	Approved and ordered invoice of Ground Services, Inc. in the amount of $3500.00 paid from MVH Funds.
27. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of R & W Construction Company with Guaranty 8ond in the amount of $3,000 signed by Auto Owners Insurance Company for Special Sewer Kroemer Road Sanitary Sewer.	Approved. Ordered acceptance letter written.

Meeting adjourned at 10:15 a.m.

ATTEST:

Sandra E Kennedy
Clerk

Betty R. Collins
BOARD OF PUBLIC WORKS

Thursday, March 19, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

M.L. AKERS, R.A. STATEN, B.R. COLLINS
Sandra E. Kennedy, Clerk

M.L. Akers, R.A. Staten,
B. R. Collins
Sandra Kennedy

1. HEARING ON CONFIRMATION:

Curb, Sidewalk and Drive Approaches Resolution No. 5899-1981 for improving curbs, sidewalks and drive approaches along Kensington Boulevard from North property line of Lake Avenue to South property line of State Boulevard.

Continued to Thursday, April 2, 1981 at 3:30 p.m.

Time up to receive remonstrance Monday, March 30, 1981 at 5:00 p.m.

2. Received invoice of Air Maps, Inc. in the amount of $9,103.00 approved by the Director of Transportation covering aerial photography and topographic maps covering strip along Maumee, St. Mary's, St. Joseph Rivers and Spy Run Creek.

Approved and ordered paid by City Utilities.

Ordered paid from Outside Services Account W-923-S923.

3. Received inspection report from the Water Engineering Department and Completion Affidavit of North Eastern Construction Company, Inc. with Guaranty Bond in the amount of $5,222.42 signed by American States Insurance Company for Summerfield, Section I - Phase II Water Main #8009.

Approved and ordered acceptance letter written.

Meeting adjourned at 4:30 p.m.

ATTEST:

Sandra E. Kennedy
Clerk

Betty R. Collins
BOARD OF PUBLIC WORKS

Tuesday, March 24, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, R.A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

M.L. Akers, B. R. Collins
Sandra Kennedy

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received driveway application: — Approved and permit issued.

5315 Ardmore ---------- Liechty & Assoc.

4. Received street cut applications: — Approved and permits issued.

2519 S. Calhoun (alley)	--- NIPSCO
Fairfax W/McClellan	--- C.U.
2641 Fox	--- "
3002 Northside	--- NIPSCO
522B & 5302 Hoagland	--- C.U.
Hoagland at Fairfax	--- "
472 Hugh (alley)	--- NIPSCO
6216 Kiwanis	--- "
3531 Lillie (alley)	--- "
293B L. Huntington Rd.	--- "
5326 McClellan	--- "
1511 Magnolia	--- C.U.
Maple Grove area	--- NIPSCO
6202 Mayfair Rd.	--- C.U.
2100 Blk. Morris	--- NIPSCO
145 Norfolk Ave	--- "
6504, 6605, 6507 and 6509 Old Trail Road	--- C.U.
3029 E. Paulding	--- NIPSCO
425 Penn	--- "
909 Production Rd.	--- Shambaugh & Son
909 Production Rd.	--- C.U.
Randall Rd. & Taylor (prkstrp) E. berm on Reed Road and in south berm along Heatherwind Drive.	--- NIPSCO
On Rudisill, Lafayette, Hamilton, Avondale, Warsaw and Monroe (4) (alley)	--- "
1805 Shamrock	--- "
650 W. State	--- "
602 Taylor	--- C.U.
472 Wiebke	--- NIPSCO
2715 Winch	--- "
1501 Winter	--- "
3434 Willowdale	--- "
3615 Roger	--- "

5. Received request from Shambaugh & Son, 9011 Front Street, for permission to barricade 909 Production Road on March 18 and 19, 1981 starting at 10:00 a.m. around the clock. PURPOSE: Street cut.	Approved and permit issued.
6. Received a request from Waynesfield Construction Company, 700 Franke Park, for permission to barricade Franke Park Entrance on March 18 and 19, 1981 from 8:00 a.m. to 4:00 p.m. PURPOSE: Federal Sewer Project-Spy Run.	Approved and permit issued.
7. Received a request from General Telephone Company, 525 Tecumseh, for permission to barricade Lake Avenue between Forest Park and Randalia on March 24, 1981 for one month from 8:30 a.m. to 4:00 p.m. PURPOSE: Install underground conduit.	Approved and permit issued.
8. Received request from NIPSCO - Vern Bradley, 114 E. Wayne, for permission to barricade Tilden Avenue from Pemberton to Kensington around the clock. PURPOSE: Street cut to move main for sewer project,	Approved and permit issued.
9. Received plat of Longwood, Section II submitted and approved by the City Plan Commission.	Approved.
10. Received request from Sons of American Legion of Indiana, R. R. #1, Roanoke, Ind., for permission to hold a parade on March 28, 1981 from 9:00 a.m. to 5:00 p.m. Parade per sketch. PURPOSE: Kidley Foundation Walk-a-thon.	Approved and permit issued.
11. Quotations were received by the Purchasing Agent for the proposed purchase of 200 Hydrants - Traffic Type 5'6" Bury for the Water Maintenance & Service Department: TREATY COMPANY ---------- $456.79/unit V. R. Meyers Pump-------- 448.65 " WATEROUS CO., ST. PAUL -- 424.00 "	Through the recommendation of the Purchasing Agent the bid of $91,358.800 was accepted under Purchase Order No. 4-09480. Ordered sent to the Common Council on Tuesday,
12. Received a request from the Street Engineering Department that Purchase Order 4-07957 issued to Hipskind Concrete Company be canceled due to work not performed for this project. Recommend that project be rebid at a future date.	Approved.
13. Pursuant to report from the City Utilities Auditing Department listing unpaid Revenue Miscellaneous Accounts - write offs as listed submitted: Water $6,075.78 and Sewer $3,495.40 (total: $9,571.18).	Approved.
14. Pursuant to report from City Utilities Auditing Department listing delinquent miscellaneous sundry accounts.	Approved.
15. Received the following Purchase Orders from the Purchasing Agent for the COLOR AUDIO-VIDEO TAPE DOCUMENTATION AS FOLLOWS: P.O. A-007991 to MIDWEST VIDEO COMPANY in the amount of $9,870.04 P.o. A-007992 to VIDEO MEDIA CORPORATION in the amount of $5,211.20.	Approved. Ordered sent to the Common Council on Tuesday, April 14, 1981 at 8:00 p.m.

16. RESOLUTION NO. 70-145-16

WHEREAS, Lutheran Hospital has petitioned and requested the Fort Wayne Plan Commission to hold a public hearing upon the vacation of the following public street and alley situated in Fort Wayne, Allen County, to-wit:

A part of Wildwood Avenue as the same exists between South Wayne Avenue and Fairfield Avenue in the City of Fort Wayne, being further the 500 and 600 blocks of Wildwood Avenue, and in dimensions, 593.4 feet long and 50 feet wide.

An alley extending southward from Wildwood Avenue in the City of Fort Wayne and lying east and contiguous to Lot #99 in Ninde's Addition being 158.33 feet long from the south edge of Wildwood Avenue and said alley being 10 feet wide.

Approved.

17. RESOLUTION NO. 70-145-17

Above Resolution covers Agreement between North Eastern Enterprises, Inc. and the City of Fort Wayne covering GLENWOOD PARK LIFT STATION ELIMINATION - Sewer Resolution No. 339-80 for Village of Buckingham, Section I.

Approved. A true copy is incorporated herein.

18. Received Special Sewer Permit for James Brunson, Inc. prepared and approved by the Water Pollution Control Engineering Department and Performance Bond Earl Baker Trenching & Excavating to construct sanitary sewer known as 3505 Lower Huntington Road Sanitary Sewer.

Approved and Special Sewer Permit issued.

Board Order No. 9-81.

19. Received Contract, Guaranty and Liability Bonds of Biggs Electrical Construction, Inc. in the amount of $14,885.15 prepared by the Street Lighting Engineering Department signed by United States Fidelity and Guaranty Company for Street Lighting Resolution No. 150-81 - Northwest Central Phase V Impact Area..

Approved.

Ordered sent to the Common Council on Tuesday, April 14, 1981 at 8:00 p.m.

20. Received quotations from the Purchasing Agent for the proposed lease of six automobiles for a two year period for Technical Services:

AMERICAN INTERNATIONAL ----------$30,699.66

Approved and accepted under Purchase Order No. A-007990 in the amount of $30,699.66.

Ordered sent to the Common Council on Tuesday, April 14, 1981 at 8:00 p.m.

21. Received quotations from the Purchasing Agent for the proposed least of three automobiles for a two year period for Water Pollution Control Engineering Department:

AMERICAN INTERNATIONAL ----------$15,334.83

Approved and accepted under Purchase Order No. 007989 in the amount of $15,334.83.

Ordered sent to the Common Council on Tuesday, April 14, 1981 at 8:00 p.m.

22. Received a petition for the installation of sidewalk at 315 and 319 West Concord Lane.

Approved.

Ordered the Street Engineering Department to investigate and report.

Board Order No. 11-81 issued.

23. Received Water Main Improvement Resolution No. 1022-81, plans, specifications and property ownership list prepared by the Water Engineering Department for the construction of a system of water mains, intended and adopted for local use by the property holders in the tract to be improved and also the requirements of other real estate to be served with extensions, be and the same is hereby ordered in and along Decatur Road from the north property line of Lot #79 southward to Sylvia Avenue; thence west on Sylvia Avenue to the west property of Lot #66; on Gary Street from Sylvia to a point 9 ± feet south right-of-way line of Seddlemeyer Avenue; on Seddlemeyer Avenue from Gary Street east to the east property line of Lot #55; thence north through a twenty foot wide public right-of-way adjacent to the east property line of Lots #55 and #56 to Sylvia Avenue, all in an addition commonly known as BUTZ SUBDIVISION. This Resoluton also benefits and affects Lots #1 and #3 in Gardendale Addition.

Approved and Adopted. A true copy is incorporated herein.

Advertise Notice to Property Owners April 3 and 10, 1981.

Hearing on Confirmation Thursday, April 23, 1981 at 3:30 p.m.

Mail notices April 10, 1981.

24. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Porter Construction, Inc. with Guaranty Bond in the amount of $6,604.00 signed by The American Druggists' Insurance Company for Sanitary Sewer - Seneca Hills, Section V.

Approved.

Ordered acceptance letter written.

Meeting adjourned at 10:40 a.m.

ATTEST:

Sandra E. Kennedy
Clerk

Robert W. Anderson, Mayor

Betty C. Collins
BOARD OF PUBLIC WORKS

Wednesday, March 25, 1981

Department of Public Works
Office of teh Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, R.A. STATEN, 8.R. COLLINS
Sandra E. Kennedy, Clerk

R. A. Staten, B. R. Collins
Sandra Kennedy

1. Received purchase orders from the Purchasing Agent of City Utilities.

   Approved.

2. Received payment vouchers from the Auditor of City Utilities.

   Approved and ordered sent to the Department of Finance.

3. RECEIVE BIDS:

   Curb and Sidewalk Resolution No, 5898-81 for constructing new curbs and sidewalks where needed on both sides of West Oakdale Drive from South Wayne to Fairfield and by replacement of the existing street lighting with new ornamental street lights:

   Referred to the Street Engineering Department for tabulation and report.

   Award contract on Wednesday, April 1, 1981 at 9 a.m.

   L. W. DAILEY ---------- $20,253.83

   GATEWAY CONST. CO. --------- 21,791.93

   REITH-RILEY ---------- 22,268.05

   SIMERMAN CONST. CO. -------- 29,774.60

   T & F CONST. CORP. --------- 24,356.50

4. AWARD CONTRACT:

   Received tabulation and recommendation prepared by the Street Engineering Department for Sidewalk and Retaining Wall Resolution No. 5892-80 for the construction of sidewalk on the south side of Jones Street from College to Nelson Streets, also construct retaining wall on the south side of Jones Street from College to Nelson Streets.

   Award contract to Simerman Construction Company at and for their bid in the amount of $5,775.30.

   Ordered the Street Engineering Department to prepare contract.

Meeting adjourned at 9:45 a.m.

ATTEST:

Sandra E Kennedy
Clerk

Robert Anderson Staten

Betty R. Collins
BOARD OF PUBLIC WORKS

Wednesday, April 1, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, R. A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

R.A. Staten, B. R. Collins
Sandra E. Kennedy

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received driveway applications:

4518 Arrow Dr. ------- C.G. Klopfenstein
6116 Beaumont -------- Roussell Concrete
6216 Kiwanis --------- Rasler Const. Co.
1805 Shamrock -------- Lebrato Bros.
2309 Sherborne ------- R. O. Witmer

Approved and permits issued.

4. RECEIVE BIDS:

Street Lighting Resolution No. 151-81 - EAST CENTRAL PHASE VI IMPACT AREA - more specifically defined as Hugh Street, from McCulloch Street to Winter Street, Winter Street from Lewis Street to Hayden Street, Lillie Street from Lewis Street to Hayden Street and Alliger Street from Winter Street to Anthony Boulevard:

N. G. GILBERT ----------	$31,825.00
T & F CONST. ----------	22,729.05
THE WEIKEL LINE CO. -----	21,797.23

Ordered sent to the Street Lighting Engineering Department for tabulation and report.

Award contract on Wednesday, April 8, 1981 at 9:00 a.m.

5. RECEIVE BIDS:

Improvement Resolution No. 5894-81 for constructing curbs and sidewalks where needed along areas of SHORT ST., GELLER ST., BARTHOLO ST., ANDREW ST., HENSCH ST., AND MERIDIAN ST. also known as Northwest Central Neighborhood, Phase IV-B:

BROOKS CONST. ----------	$77,042.03
L. W. DAILEY, INC, ----------	58,586.35
HIPSKINO ASPHALT ----------	74,082.00
HIPSKINO CONCRETE ----------	56,568.10
RIETH-RILEY ----------	58,705.50
SPEARS-DEHNER ----------	95,356.70
T & F CONST. ----------	56,770.15

Ordered sent to the Street Engineering Department for tabulation and report.

Award contract on Wednesday, April 8, 1981 at 9:00 a.m.

6. RECEIVE BIDS:

Curb and Sidewalk Resolution No. 5897-81 for improving curbs and sidewalk, where needed, on the following streets: Harmar Street, Gay Street, Eliza Street and Chute Street known as EAST CENTRAL NEIGHBORHOOD, PHASE VI. (City Paid)

BROOKS CONST. CO.	---	$77,632.50
L. W. DAILEY, INC.	---	59,493.55
HIPSKIND ASPHALT CORP.	---	76,544.15
HIPSKIND CONCRETE	---	56,131.20
RIETH-RILEY CONST.	---	55,131.20
SPEARS-DEHNER	---	99,086.15
T & F CONST.	---	58,145.65

Ordered the Street Engineering Department to tabulate and report.

Will award contract on Wednesday, April 8, 1981 at 9:00 a.m.

7. RECEIVE BIDS:

Curb and Sidewalk Resolution No. 5900-81 for improving curbs and sidewalks where needed on Lillie Street east and west sides from Creighton south to Pontiac; and John Street east and west sides from Creighton north to Buchanan. (KNOWN AS HANNA-CREIGHTON NEIGHBORHOOD, PHASE V):

BROOKS CONST.	---	$99,858.57
L. W. DAILEY, INC.	---	65,098.05
GATEWAY CONST.	---	66,006.80
HIPSKIND ASPHALT	---	97,163.00
HIPSKIND CONCRETE	---	68,617.90
RIETH-RILEY CONST.	---	66,167.30
SPEARS- DEHNER	---	146,536.20
T & F CONST.	---	74,334.60

Ordered the Street Engineering Department to tabulate and report.

Will award contract on Wednesday, April 8, 1981 at 9:00 a.m.

8. RECEIVE BIDS:

Improvement Resolution No. 5901-81 for the repairing of concrete pavement in the 2600 block of Prairie Grove Avenue:

BROOKS CONST. CO.	---	$ 8,386.00
L. W. DAILEY, INC.	---	9,320.00
GATEWAY CONST.	---	9,680.00
HIPSKIND ASPHALT	---	10,650.00
HIPSKIND CONCRETE	---	9,620.00
RIET -RILEY	---	8,100.00
SPEARS-DEHNER	---	9,144.00
T & F CONST.	---	9,600.00

Ordered the Street Engineering Department to tabulate and report.

Will award contract on Wednesday, April 8, 1981 at 9:00 a.m.

9. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Street Engineering Department for Curb and Sidewalk Resolution 5898-81 for constructing new curbs and sidewalks where needed on both sides of West Oakdale Drive from South Wayne to Fairfield and by replacement of the existing street lighting with new ornamental street lights.

AWARD contract to L. W. Dailey, Inc. at and for their bid in the amount of $20,253.83.

Ordered the Street Engineering Department to prepare contract and necessary documents.

10. Received check in the amount of $42,340.73 from Community Development and Planning for Street Engineering Department covering engineering services on various street projects per letter of February 20, 1981.

Approved and ordered check taken to Controller's Office for deposit into the General Fund as Street Engineering revenue for 1981.

11. Received invoice #1 in the amount of $16,386.30 and invoice #2 in the amount of $8,277.27 of T & G Excavating, Inc. covering work on Water Main Resolution No. 1023-80 - Orlando Drive approved by the Water Engineering Department (total $ 24,663.57).

Approved and ordered the Controller's Office to pay invoices in the total amount of $24,663.57 to T & G Excavating, Inc.

12. Received "Notice of Water Main Extension" whereby Fort Wayne Water Utility has extended Water Main as follows:

On the east side of Reckeweg Road from an existing six inch water main located 500 ± L.F. north of Ridgelane Drive, northward to an existing six (6") inch water main located 278 ± L.F. south of Wisteria Lane and located in the northwest one-quarter of Section 8, Township 30 North, Range 12 East (Wayne Township) Allen County, Indiana.

Approved. H.I.

Ordered sent to the Water Engineering Department for handling.

13. Received invoice of Bercot, Inc. in the amount of $5,185.37 approved by the Water Engineering Department covering Water Main #79-XP-2 Washington Center Road / Huguenard Road area.

Approved.

Ordered City Utilities to pay invoice from the Water Utility Fund.

14. A request from Water Pollution Control Engineering Department recommended the cancellation of Board Order No. 145-78 for Reed Road - State Boulevard Sanitary Sewer.

Approved.

15. Received preliminary plans and estimate prepared by the Water Pollution Control Engineering Department covering LONGWOOD, SECTION I emergency repairs.

Approved.

Ordered the Water Pollution Control Engineering Department to prepare plans and specifications for bidding the recommended repairs.

16. Received inspection report from the Water Engineering Department and Completion Affidavit of Brooks Construction Company with Guaranty Bond in the amount of $2,525.00 signed by American States Insurance Company for VICKSBURG PIKE Water Contract #8013.

Approved.

Ordered acceptance letter written.

17. Received invoice from Indiana State Highway Commission in the amount of $81.17 approved by the Director of Transportation covering Project ROS - 6002 (37) Impact Attenuators.

Approved.

Ordered paid from LRS Account 402-138-338-12-4265.

18. Received improvement Resolution No. 5904-81 final plans, estimate, specifications and property ownership list prepared by the Street Engineering Oepartment for constructing curbs on both sides of 2500 and 2600 blocks of Buena Vista from Oodge Avenue to Lawndale Orive and also installation of ornamental lighting within the same boundaries.

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Property Owners - April 10 and 17, 1981.

Hearing on Confirmation on Thursday, April 30, 1981 at 3:30 p.m.

Mail notices on April 17, 1981.

19. Received the following requests for permission to barricade:

Approved and permits issued.

(a) Waynesfield Construction Company, 700 Franke Park, to barricade March 31 thru April 2, 1981 from 8:30 a.m. to 4:30 p.m. - Wells Street south of Franke Park and Sol Wood Home.
PURPOSE: City Sewer Project installation.

(b) Acme Demolition, 1702 Simons, to barricade March 30, 1981 for one week around the clock at 314 First Street.
PURPOSE: Demolition.

(c) Rocco Ferrera Company, P.O. Box 5270 to barricade on April 1, 1981 from 8:00 a.m. to 3:00 p.m. the intersection of Oswego and Somerset.
PURPOSE: Relocating Sewer Main.

(d) Moellering Const, Co,, P.O. Box 11168, to barricade April 2 and 3, 1981 from 8:30 a.m. to 5:00 p.m. the intersection of E. State and Swayne Avenue.
PURPOSE: Construction of Sanitary sewer.

(e) D. J. Bandenberger, 416 E. Pettit, to barricade on April 2, 1981 from 8:00 a.m. to 2:00 p.m. the alley between Berry and Wayne from Clinton and Calhoun.
PURPOSE: Repair of sidewalk at Calhoun.

(f) NIPSCO, 114 E. Wayne, to barricade April 3, 1981 thru April 10, 1981 around the clock Tilden between Kensington and Anthony.
PURPOSE: Relocate main for sewer construction.

(g) Roto-Rooter Sewer Service, P.O. 6141, to barricade on April 3 thru April 6, 1981 at all times rear of 2701 Glenwood Avenue.
PURPOSE: Repair sanitary Sewer.

Meeting adjourned at 10:20 a.m.

ATTEST:

Sandra E. Kennedy
CLERK

BOARD OF PUBLIC WORKS

Thursday, April 2, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

M.L. AKERS, R. A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

M.L. Akers, R.A. Staten,
B. R. Collins
Sandra E. Kennedy

1. Continued from March 19, 1981
HEARING ON CONFIRMATION:

Curb, Sidewalk and Drive Approaches Resolution No. 5899-81 for improving curbs, sidewalks and drive approaches along Kensington Boulevard from north property line of Lake Avenue to south property line of State Boulevard.

CONFIRMED.

Advertise Notice to Contractors April 10 and April 17, 1981.

Receive bids on Wednesday, April 22, 1981 at 9:00 a.m.

Ordered the Street Engineering Department to prepare bid documents.

2. Received Contract, Guaranty and Liability Bonds of Rieth-Riley Construction Company, Inc. in the amount of $45,767.75 prepared by the Street Engineering Department signed by United Pacific Insurance Company for Improvement Resolution No. 5896-81 for curb and sidewalks, where needed, on both sides of Creighton Avenue east of Hanna to west of Gay Street.

Approved.

Ordered sent to the Common Council on Tuesday, April 14, 1981 at 8:00 p.m.

Meeting adjourned at 3:45 p.m.

ATTEST:
Sandra Kennedy
Clerk

BOARD OF PUBLIC WORKS

Wednesday, April 8, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, R. A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

M.L. Akers, R.A. Staten,
B.R. Collins
Sandra Kennedy

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received sidewalk applications:

6119 Beaumont ----------Roussel Concrete
3320 Fairfield ----------Brooks Const. Co.
64B Florence ----------Arthur M. Tilbury
2518 Oakridge ----------Tomei Concrete

Approved and permits issued.

4. Received driveway application:

6316 Kiwanis Drive ---------Rasler Const. Co.

Approved and permit issued.

5. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Street Lighting Department for Res. No. 151-81 for installation of street lighting on Hugh Street, Winter Street, Lillie Street and Alliger Street area known as EAST CENTRAL PHASE VI IMPACT AREA. (City Paid).

AWARD contract to Weikel Line Co., Inc. at and for their bid in the amount of $21,797.23.

Ordered the Street Lighting Engineering Department to prepare contract.

6. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Street Engineering Department for Curb and Sidewalk Resolution No. 5894-81 for the installation of curbs and sidewalks, where needed, along Short, Geller, Barthold, Andrew, Hensch and Meridian Streets known as NORTHWEST CENTRAL NEIGHBORHOOD, PHASE IV-B. (CITY PAID).

AWARD contract to Hipskind Concrete, Inc. at and for their bid in the amount of $56,568.10.

Ordered the Street Engineering Department to prepare contract.

7. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Street Engineering Department covering Resolution No. 5897-81 for curbs and sidewalks where needed on HARMAR, GAY, ELIZA AND CHUTE STREETS area (known as East Central Neighborhood, Phase VI) City Paid.

AWARD contract to Rieth-Riley Const. Company at and for their bid in the amount of $55,131.20.

Ordered the Street Engineering Department to prepare contract.

8. AWARO CONTRACT:

Received tabulation and report from the Street Engineering Oepartment covering Resolution No. 5900-81 for the construction of curbs and sidewalks where needed on Lillie Street east and west sides from Creighton south to Pontiac; and John Street east and west sides from Creighton north to 8uchanan (known as HANNA-CREIGHTON NEIGH-8ORHOOO, PHASE V). City Paid.

AWARO contract to L. W. Dafle, Inc. at and for their bid in the amount of $65,098.05.

Ordered the Street Engineering Oepartment to prepare contract.

9. AWARD CONTRACT:

Received tabulation and report from the Street Engineering Oepartment for Resolution No. 5901-81 for the repairing of concrete pavement in the 2600 block of Prairie Grove Avenue.

AWARD contract to Rieth-Riley Const. Co. at and for their bid in the amount of $8,100.00.

Ordered the Street Engineering Oepartment to prepare contract.

10. Received street cut applications:

Approved and permits issued.

2321 N. Anthony	--- C.U.
Anthony & Wayne	--- "
N & W Railroad crossing, south of Hayden on Anthony	--- NIPSCO
6100 Ardmore	--- "
4518 Arrow Or.	--- "
202 W. 8aker	--- C.U.
1324 E. 8erry	--- NIPSCO
81uffton Rd. & entrance to Sears Pavillion	--- C.U.
6616, 6708, 6711 and 6714 Bradbury	--- "
Approx. 200' north of Taylor in alley west of 8roadway	--- Gen. Tele.
Broadway & Kinnaird	--- C.U.
6133 S. Calhoun (2)	--- "
2200 Cass	--- NIPSCO
4048 Trier	--- "
2520 Charleston Pl.	--- "
4930 Charlotte	--- "
Coldwater & Coliseum	--- C.U.
5430 Coldwater	--- "
140 E. Creighton	--- Griffin Enter.
5013 Oevonshire	--- C.U.
Oevonshire & Ashcroft	--- "
1020 Orexel	--- NIPSCO
3912 Ousing	--- "
2601 Owenger	--- FW WPC Plant
3330 Eastbrook	--- NIPSCO
940 Elmer	--- "
2110 Elyetta	--- C.U.
7212 & 7214 Elzey	--- "
Engle Rd. & Meda Pass	--- "
2511 Fairoak (2)	--- "
2807 Fairoak (2)	--- "
2701 Glenwood	--- Roto-Rooter
927 S. Harrison	--- NIPSCO
Hiawatha & Engle Rd.	--- C.U.
4020 Hiawatha	--- "
2521 Hoagland	--- R & A Plumb.
3702 Hobson	--- C.U.
Home West at Indiana	--- "
Independence & Charleston	--- NIPSCO
2643 Indiana	--- C.U.
2202 Indian Village	--- "
Jefferson & Rockhill	--- "
Kentucky / 801 E. State	--- NIPSCO

6316 Kiwanis	--- C.U.
Kiwanis - 200' n. of Monument	--- NIPSCO
6316 Kiwanis	--- "
402 E. Wayne	--- "
1600 Randallia	--- "
Lewis St. (Res. 8052)	--- "
2526 Wells	--- "
Lindley & Parkview	--- C.U.
1339 McCulloch	--- NIPSCO
Main & Fulton	--- C.U.
1308 W. Main (alley) (2)	--- NIPSCO
1314 Margaret	--- "
7112 Markwood	--- "
10' w. of r/w Clinton	--- "
4022 Meda Pass	--- C.U.
Meda Pass & Objibway	--- "
Morris St. & Taylor	--- NIPSCO
Trick, Patrick Lane and Normandale Dr.	--- "
5128 N. Bend (prkstrp)	--- C.U.
4820 Oliver	--- "
920 Pape	--- "
3120 S. Clinton	--- NIPSCO
2402 Pleasant	--- C.U.

11. Quotations were received by the Purchasing Agent for the proposed purchase of one 3/4 ton van for the Water Pollution Control Engineering Department:

GLENBROOK DODGE	---	$9,566.50
ALLEN COUNTY MOTORS	---	8,369.10
HEFNER CHEVROLET	---	8,023.25

Accepted bid of Hefner Chevrolet, Inc. under Purchase Order A-8111 in the amount of $8,023.25.

Ordered sent to the Common Council on Tuesday, April 21, 1981 at 8:00 p.m.

12. Quotations were received by the Purchasing Agent for the proposed lease of one Mid Size Sedan for Traffic Engineering Department:

JIM KELLEY LEASING
DAVIS PONTIAC
HEFNER CHEVROLET
AMERICAN INTERNATIONAL

The bid of American International was accepted under purchase order No. 003118 in the one year lease in the amount of $2,190.69.

Ordered sent to the Common Council on Tuesday, April 24, 1981 at 8:00 p.m.

13. NOTICE OF A PUBLIC HEARING on The Master Sewer Systems Facility Plan for St. Mary's - Muldoon Road and the Orchard Ridge Areas. Facility Plans are to be available in Board of Public Works and the Public Library prior to April 10, 1981 for public inspection.

Advertise Notice of Public Hearing on April 17,and May 16, 1981.

Public comments will be received onJune 4, 1981 at 7:00 p.m., Thursday.

14. Received invoice #2 of The Weikel Line Company, Inc. in the amount of $25,049.92 approved by the Street Lighting Engineering Department covering Street Lighting Resolution No. 147-80 - Phase II Crestwood Colony Addition.

Approved and ordered paid by Revenue Sharing Account.

15. Received invoice 70-10-210-01-31 of McNamee Porter and Seeley in the amount of $13,842.51 approved by the Oirector of Water Resources covering engineering services per contract between the City and the Engineers dated December 7, 1970 and Amendment No. 1 dated March 30, 1977. (77-W-2, 3 & 4).

Approved and ordered paid by City Utilities from the Water Utility Fund.

16. Received partial payment estimate #26 of Hagerman - Shambaugh, joint bidders, in the amount of $251,224.65 approved by McNamee Porter and Seeley and Director of Water Resources covering Water Contract 77-W-2 WATER WORKS IMPROVEMENTS FILTRATION PLANT ADDITIONS.

Approved and ordered City Utilities to pay the amount of $251,224.65 paid to Hagerman-Shambaugh.

Also, ordered the amount of $13,222.35 to Hagerman/ Shambaugh Escrow Account at Fort Wayne National Bank.

Payments are to be made from the Water Utility Fund.

17. Received invoice of Turnbell Engineering Company, Inc. in the amount of $2,764.50 approved by the Director of Transportation covering professional engineering services for improvement to railroad-street grade crossings per agreement dated June 1, 1977.

Approved and ordered paid from LRS Account #402-138-338-18-4265.

18. Received recommendation from the Water Pollution Control Engineering Department that ALL ACTION BE RESCINDED on 3510 Shoaff Park River Drive - Office Complex - Sanitary Sewer.- B.O. 169-79.

Approved.

19. Received Water Contract 8016 prepared by the Water Engineering Department between ENGLE RIDGE CORPORATION and the FOR WAYNE WATER UTILITY of the City of Fort Wayne, Indiana for the construction of water main system including all necessary fittings to serve Engle Ridge Industrial Park "C" as follows:

ON Clubview Drive from an existing twelve inch water main to Clubview Drive and Arden Drive southwardly 440 ± feet to its terminus. Said water main system to include 440 ± of 8" pipe.

Approved.

Ordered sent to Water Engineering Department for handling.

20. Received Curb and Sidewalk Improvement Resolution No. 5902-81 prepared by the Street Engineering Department for the construction of curbs and sidewalks as follows: PERRY AVENUE, WATKINS STREET, ILLINOIS STREET, MECHANIC STREET, CENTER STREET, CHERRY STREET, ELM STREET AND HURON STREET known as Nebraska Neighborhood, Phase VI. (City Paid).

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Contractors on April 17 and April 24, 1981.

Receive bids on Wednesday, April 29, 1981 at 9 a.m.

Ordered the Street Engineering Department to prepare bid documents.

21. Received Addendum No. 1 for Improvement Resolution No. 5899-81 prepared by the Street Engineering Department to include:

LOT #12 Kensington Park Addition better known as 2022 Kensington Boulevard. (project has been extended to include new curbs, driveway approach and yardwalks on Forest Avenue as noted per above legal description of property.

Approved. A true copy is incorporated herein - see 70-115-5.

22. Quotations were received by the Purchasing Agent for the proposed lease of four Mid-Size Sedans for Community Development and Planning:

JIM KELLEY LEASING
DAVIS PONTIAC.
HEFNER CHEVROLET
AMERICAN INTERNATIONAL

The bid of American International was accepted under purchase order No. 003117 in the one year lease in the amount of $8,762.76.

Ordered sent to the Common Council on Tuesday, April 24, 1981 at 8:00 p.m.

23. Received invoice from Snouffer, Haller and Colvin, dated March 16, 1981, covering fee in the amount of $32.00 for filing condemnation proceedings to secure the Penn-Central property for the EWING - FAIRFIELD - WELLS BRIDGE project.	Approved and ordered paid from LRS Account.
24. Received invoice of Butler, Fairman and Seufert, Inc. in the amount of $1,446.97 approved by the Director of Transportation covering engineering services performed in connection with survey up-dating and right-of-way preparation for St. Joe Road. (ST. JOE ROAD (SR #37 to Evard Road) ACR-4-71).	Approved and ordered paid from LRS Fund.
25. Received Special Sewer Permit for Lonnie Norris prepared and approved by the Water Pollution Control Engineer and Performance Bond in the amount of $5,000 of Leininger Excavating, Inc. to construct sanitary sewer known as Ethel Avenue Sanitary Sewer Extension.	Approved and Special Sewer Permit issued. Board Order No. 13-1981 issued.
26. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of C. A. Lehman & Sons for Lima Road - Nelson Minnick Sanitary Sewer - B.O. 110-78. Maintenance Bond is to be waived since the project was completed well over a year ago.	Approved. Ordered acceptance letter written.
27. Received from EPA appealed documents ruling in favor of the Grantee on St. Joe Sewer Project Resolution No. 310-80, Phase I. Therefore, the Board of Public Works directs Rocco Ferrera to submit all information required in conditional award.	Approved.
28. Received Contract, Quaranty and Liability bonds of ROCCO FERRERA & CO., INC. in the amount of $3,059,065.00 prepared by the Water Pollution Control Engineering Department signed by Insurance Company of North America for Contract No. 310-80, Phase I ST. JOE INTERCONNECT INTERCEPTOR.	Approved. Ordered sent to the Common Council on Tuesday, April 14, 1981 at 8:00 p.m.

Meeting adjourned at 10:35 a.m.

ATTEST:

Sandra E. Kennedy
Clerk

Robert Anderson Stalter

BOARD OF PUBLIC WORKS

Thursday, April 9, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

M. L. AKERS, R.A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

R. A. STATEN, B. R. COLLINS
Sandra Kennedy

1. Continued from January 22, 1981
HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

Benefits and Damages prepared by the Water Pollution Control Engineering Department for the condemnation of permanent and temporary easements for construction and for maintaining JUNK DITCH INTERCONNECT INTERCEPTOR:

(a) Sewer Easement Res. No. 202-80 for Junk Ditch Interconnect Interceptor.
(b) Sewer Easement Res. No. 203-80 for Covington Road - Country Club Area.
(c) Sewer Easement Res. No. 204-80 for Country Club - Lanford Oaks.
(d) Sewer Easement Res. No. 205-80 for Poplar Ridge Addition Sections I and II.
(e) Sewer Easement Res. No. 206-80 Ansley Acres - Lagro Reserve Sanitary Sewer.
(f) Sewer Easement Res. No. 207-80 Junk Ditch Interconnect Interceptor.
(g) Sewer Easement Res No. 208-80 for Elmcrest Addition.
(h) Sewer Easement Res. No. 209-80 for Westwood Addition.

CONFIRMED.

Ordered sent to the Department of Finance.

2. Received Sewer Easement Resolution No. 211-80, final plans and property ownership list prepared by the Water Pollution Control Engineering Department for Sewer Easement Resolution No. 211-80 - Permanent and Temporary - "Covington Road - Country Club".

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Property Owners April 13 and 20, 1981.

Hearing on Confirmation, Thursday, April 30, 1981 at 3:30 p.m.

Mail notice on April 20, 1981.

Meeting adjourned at 3:50 p.m.

ATTEST:

Sandra E. Kennedy
Clerk

BOARD OF PUBLIC WORKS

Wednesday, April 15, 1981

Department of Public Works
Office of the Board
Room 910, City County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, R. A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

M.L. Akers, R.A. Staten,
B. R. Collins
Sandra Kennedy

1. Received purchase orders from the Auditor of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received private sidewalk applications: — Approved and permits issued.

2005 Edith ----------Robert Houser
Intersec. Putnam & Jessie-Pfeiffer Const.
1218 Putnam ----------Pfeiffer Const.
1805 Shamrock Rd. --------Lebrato Bros.

4. Received street cut applications: — Approved and permits issued.

822 Huffman (prkstrp)	-----C.U.
3737 Lake	-- "
4700 Old Mill Rd.	-- "
3700 E. Pontiac	--NIPSCO
3924 Reed	--C.U.
2305 Rehm	-- "
4611 Ridgelane	--NIPSCO
4803 Ridgelane	-- "
Roberta & Salem Lane (2)	--C.U.
Rockhill & Washington	-- "
1218 St. Mary's	-- "
Salem Lane & Ashcroft	-- "
Scott at Miner	-- "
631 Second	-- "
2229 Shadybrook	-- "
1805 Shamrock	-- "
2015 Sherman	--NIPSCO
1415 Shoreview	--C.U.
2218 Sherman	--NIPSCO
N/o E.State E/o Tonowanda	--I & M Elec.
2111 Strathmore	--NIPSCO
610 Stratton	-- "
812 W. Superior	--C.U.
825 W. Superior	-- "
Tennessee & Griswold	--Spears-Dehner
1013 Third	--C.U.
1405 Trick	--NIPSCO
4121 Trier	-- "
1314 Union	--Griffin Enter.
1416 Vance	--C.U.
828 Villa Park Ct.	-- "
128 W. Washington	--NIPSCO
Washington & Harrison	-- "
2112 Wawonaissa	--C.U.
1213 E. Wayne	-- "
Wayne & Fulton	-- "
4906 Webster (alley)	--Langston Const.
2607 Westward	--C.U.
7004 White Eagle	--NIPSCO
448 W. Wildwood	-- "

221 E. Williams	---	C.U.
212 W. Williams	---	NIPSCO
3434 Willowdale	---	"
4429 Winter	---	C.U.
2810 Witchwood (prkstrp)	---	"
510 Woodland	---	"
6621 Bittersweet	---	NIPSCO
140 E. Creighton	---	"
2012 Fairfield	---	"
516 Kinsmoor	---	"
1127 Michigan	---	"
2055 Pauline	---	"
2305 Rehm	---	"
Tilden & Lane (alley) W/O Anthony	---	"

5. Received driveway applications: — Approved and permits issued.

2208 Andrews	----------	Donald Talarico
1301 W. Main	----------	Roussel Concrete
909 Orlando	----------	Ned Keener
1212 Pelham	----------	Ned Keener
2005 Edith	----------	Robt. Houser

6. Received request from Pamela Edwards, 4533 Kingsbury, for permission to hold a parade on April 6 thru 10th, 1981 from 9:00 a.m. to 3:00 p.m.at Arlington School.
PURPOSE: Picket F.W.C.S. busing. — Approved and permit issued.

7. Received requests for barricade permits: — Approved and permits issued.
(a) NIPSCO, 114 E. Wayne, for permission to barricade alley - east side of Fulton between Wayne and Washington on April 7 thru 9th, 1981 from 8:00 a.m. to 4:30 p.m.
PURPOSE: Repair mains.

(b) Don Cochran (Fire Prevention) for permission to barricade 2006-2016 Fairfield on April 8, 1981 and April 9, 1981 from 8:00 a.m. to 5:00 p.m.
PURPOSE: Park semi-trailers to remove salvage from fire.

(c) Jeanette Bergman, 1238 E. Washington, for permission to barricade Walter Street between Washington Boulevard and Maumee on Saturday, April 11, 1981 from 10:00 a.m. to 10:00 p.m.
PURPOSE: Block party.

(d) Waynedale United Methodist Church, 2501 Church, for permission to hold a parade on Sunday, April 12, 1981 from 9:40 a.m. to 10:35 a.m. for Palm Sunday Processional per submitted route.

(e) NIPSCO, 114 E. Wayne, for permission to barricade Washington one block east of Broadway from April 13 thru April 17, 1981 from 8:30 a.m. to 4:00 p.m.
PURPOSE: Repair mains.

(f) Moellering Const. Company, 3400 Engle Road, for permission to barricade around the clock street at railroad and Brooklyn Avenue starting on April 13, 1981 for approximately five weeks.
PURPOSE: Rebuild railroad crossing.

(g) Moellering Construction Company, 3400 Engle Road, for permission to barricade State Street at Swain from Reed Road to Maplecrest on April 14 and 15, 1981 from 8:30 a.m. to 5:00 p.m.
PURPOSE: Construction of sanitary sewer line.

8. Received partial payment estimate #3 of Joe R. Norman Contractor, Inc. in the amount of $159,309.56 approved by the Water Pollution Control Engineering Department for Sewer Resolution No. 310-80, Phase III ST. JOE STUDY AREA.

Approved and ordered City Utilities to pay invoice in the amount of $159,309.56.

Also ordered the amount of $17,701.06 paid to Joe R. Norman Contractor, Inc. Escrow Account at American Fletcher National Bank, Indianapolis, Indiana,

Payments are to be made from the Water Pollution Control Utility Fund.

9. Received partial payment estimate #3 of Rocco Ferrera & Co., Inc. in the amount of $363,599.54 approved by the Water Pollution Control Engineering Department for Sewer Resolution No. 310-80, Phase IV, ST. JOE STUDY AREA.

Approved and ordered City Utilities to pay invoice in the amount of $363,599.54.

Also ordered the amount of $34,001.78 paid to Rocco Ferrera Escrow Account at Lincoln National Bank & Trust Company.

Payments are to be made from the Water Pollution Control Utility Fund.

10. Received partial payment estimate #3 of Weitzel Construction Company, Inc. in the amount of $85,268.47 approved by the Water Pollution Control Engineering Department for Sewer Resolution No. 312-80 Concordia Gardens - ST. JOE STUDY AREA.

Approved and ordered City Utilities to pay invoice in the amount of $85,268.47.

Also ordered the amount of $9,474.27 paid to Weitzel Construction Company Escrow Account at Lincoln National Bank & Trust Company.

Payments are to be made from the Water Pollution Control Utility Fund.

11. Received partial payment estimate #3 of Earth Construction & Engineering, Ind. in the amount of $84,391.98 approved by the Water Pollution Control Engineering Department for Sewer Resolution No. 313-80 Mandego-Mardego-Limberlost - ST. JOE STUDY AREA.

Approved and ordered City Utilities to pay invoice in the amount of $84,391.98.

Also ordered the amount of $9,376.89 paid to Earth Construction & Engineering Escrow Account at Lincoln National Bank & Trust Company.
Payments to be made from WPC Utility Fund.

12. Received partial payment estimate #2 of Earth Construction & Engineering, Inc. in the amount of $27,574.01 approved by the Water Pollution Control Engineering Department for Sewer Resolution No. 314-80, Phase I Waterswolde, etc. - ST. JOE STUDY AREA.

Approved and ordered City Utilities to pay invoice in the amount of $27,574.01.

Also ordered the amount of $3,063.78 paid to Earth Construction & Engineering, Inc. Escrow Account at Lincoln National Bank & Trust Company.

Payments are to be made from the Water Pollution Control Utility Fund.

13. Received partial payment estimate #3 of Bercot, Inc. in the amount of $176,366.88 approved by the Water Pollution Control Engineering Department for Sewer Resolution No. 314-80, Phase II Waterswolde, etc. - ST. JOE STUDY AREA.

Approved and ordered City Utilities to pay invoice in the amount of $176,366.88.

Also ordered the amount of $19,596.32 paid to Bercot, Inc. Escrow Account at Indiana Bank & Trust Company.

Payments are to be made from the Water Pollution Control Utility Fund.

14. Received partial payment estimate #2 of Earth Construction & Engineering, Inc. in the amount of $94,416.89 approved by the Water Pollution Control Engineering Department covering Sewer Resolution No. 315-80, Aldale Acres & Dau's Sub. Add. - St. Joe Study Area.

Approved and ordered City Utilities to pay invoice in the amount of $94,416.89.

Also ordered the amount of $10,490.77 paid to Earth Construction & Engineering Escrow Account at Lincoln National Bank & Trust Company.

Payments are to be made from the Water Pollution Control Utility Fund.

15. Received partial payment estimate #2 of Scheidleman Excavating, Inc. in the amount of $31,982.73 approved by the Water Pollution Control Engineering Department covering Sewer Resolution No.320-80, Patton Trailer Park - ST. JOE STUDY AREA.

Approved and ordered City Utilities to pay invoice in the amount of $31,982.73.

Also ordered the amount of $235.62 paid to Scheidleman Excavating Escrow Account at Lincoln National Bank.

Payments are to be made from the WPC Utility Fund.

16. Received partial payment estimate #2 of T - G Excavating, Inc. in the amount of $32,189.49 approved by the Water Pollution Control Engineering Department covering Sewer Resolution No. 321-80, Rehabilitation, ST. JOE STUDY AREA.

Approved and ordered City Utilities to pay invoice in the amount of $32,189.49.

Also ordered the amount of $3,576.61 paid to T - G Excavating Escrow Account at Anthony Wayne Bank.

Payments are to be made from the Water Pollution Control Utility Fund.

17. Received partial payment estimate #3 of Waynesfield Construction in the amount of $431,336.40 approved by the Water Pollution Control Engineering Department covering Sewer Resolution No. 323-80, SPY RUN STUDY AREA.

Approved and ordered City Utilities to pay invoice in the amount of $431,336.40.

Also ordered the amount of $12,500.69 paid to Waynesfield Escrow Account at Fort Wayne National Bank.

Payments are to be made from the Water Pollution Control Utility Fund.

18. Received partial payment estimate #2 of North Eastern Construction in the amount of $54,345.51 approved by the Water Pollution Control Engineering Department covering Sewer Resolution No. 327-80, SPY RUN STUDY AREA. -Neuhaus, Phase I.

Approved and ordered City Utilities to pay invoice in the amount of $54,345.51.

Also ordered the amount of $6,083.30 paid to North Eastern Construction Escrow Account at Three Rivers Title Company.

Payments are to be made from the Water Pollution Control Utility Fund.

19. Received partial payment estimate #2 of Ground Services, Inc. in the amount of $79,987.28 approved by the Water Pollution Control Engineering Department covering Sewer Resolution No. 328-80, Neuhaus, Phase II - SPY RUN STUDY AREA.

Approved and ordered City Utilities to pay invoice in the amount of $79,987.28.

Also ordered the amount of $8,887.51 paid to Ground Services Escrow Account at Peoples Trust Company.

20. Received partial payment estimate #1 of John Dehner, Inc. in the amount of $60,366.06 approved by the Water Pollution Control Engineering Department covering Sewer Resolution No. 330-80, Phase II NORTH MAUMEE STUDY AREA.	Approved and ordered City Utilities to pay amount of $60,366.06. Also ordered City Utilites to pay the amount of $6,707.34 to John Oehner, Inc. Escrow Account at Anthony Wayne Bank. Payments are to be made from the Water Pollution Control Utility Fund.
21. Received partial payment estimate #1 of Busch, Inc. in the amount of $258,988.70 approved by the Water Pollution Control Engineering Oepartment covering Sewer Resolution No. 331-80 - Trier Oitch - NORTH MAUMEE STUOY AREA.	Approved and ordered City Utilities to pay amount of $258,988.70. Also ordered the amount of $26,05B.10 paid to Busch, Inc. Escrow Account at Lincoln National Bank & Trust Company. Payments are to be made from the Water Pollution Control Utility Fund.
22. Received partial payment estimate #1 of John Dehner, Inc. in the amount of $59,784.30 approved by the Water Pollution Control Engineering Oepartment covering Sewer Resolution No. 336-80 - Trier Pump Station - NORTH MAUMEE STUOY AREA.	Approved and ordered City Utilities to pay invoice in the amount of $59,784.30. Also ordered the amount of $6,642.70 paid to John Dehner, Inc. Escrow Account at Anthony Wayne Bank. Payments are to be made from the Water Pollution Control Utility Fund.
23. Received partial payment estimate #1 of John Hartman Construction in the amount of $44,839.53 approved by the Water Pollution Control Engineering Oepartment covering Sewer Resolution No. 338-80 Trier Oitch - Ridgeview Heights - NORTH MAUMEE STUOY AREA.	Approved and ordered City Utilities to pay invoice in the amount of $44,839.53. Also ordered the amount of $4,982.17 paid to John Hartman Escrow Account at Allen County Bank. Payments are to be made from the Water Pollution Control Utility Fund.
24. Received partial payment estimate #1 of Moellering Construction Company, Inc. in the amount of $77,468.70 approved by the Water Pollution Control Engineering Department covering Sewer Resolution No. 339-BO Glenwood Park Pump Station Elimination - NORTH MAUMEE STUOY AREA.	Approved and ordered City Utilities to pay invoice in the amount of $77,468.70. Also ordered the amount of $6,353.68 paid to Moellering Construction Escrow Account at Fort Wayne National Bank & Trust Company. Payment is to be made from the Water Pollution Control Utility Fund.
25. Received Special Sewer Permit for Don Rice, Personal, prepared and approved by the Water Pollution Control Engineering Oepartment to construct a sanitary sewer known as BLUFFTON ROAD AT FAIRLFELD. Hipskind Asphalt Corp. is to perform the construction work.	Approved and permit issued. Board Order No. 14-81.

26. Received inspection report from the Water Pollution Control Engineering Department for PLUMWOOD APARTMENTS for Cardinal Industries, Inc. with Guaranty Bond in the amount of $1,061 signed by Aetna Casualty and Surety Company for Water Contract #8015.	Approved. Ordered acceptance letter written.
27. Received inspection report from the Water Pollution Control Engineering Department for SENIOR CITIZENS CENTER SANITARY SEWER. Since time lapse involved, it is recommended that normal one year maintenance bond requirements be waived. BERCOT, INC. performed construction work.	Approved. Ordered acceptance letter written.
28. Bid was taken by the Street Engineering Department for installing wingwalk and ramp at Anthony and Lake. P & K Construction, Inc. 4611 W. Morris, Indianapolis, Indiana, submitted bid in the aount of $400.50 Recommend purchase order be issued to cover project.	Approved. Ordered purchase order be issued.
29. Received invoice #17 of Moellering Construction Company, Inc. in the amount of $4,165.65 approved by the Street Engineering Department covering City's share for work performed on EWING-FAIRFIELD-WELLS STREET BRIDGE. (March 1, 1981 to March 31, 1981).	Approved and ordered paid from LRS Account #402-138-338-03-4265.
30. Received Change Order No. 13 of Hagerman/Shambaugh, joint bidders, in the amount of $55,226.00 approved by McNamme, Porter & Seeley, Consulting Engineers, for Water Works Improvement Filtration Plant Additions. 17-W2	Approved and ordered sent to the Common Council on Tuesday, May 12, 1981 at 8:00 p.m.
31. Received request from Street Engineering Department that a Purchase Order be issued to Moellering Construction Company in the amount of $875.00 for 35 anchor bolts to several railroad crossings that were constructed in 1977 and 1978. Price is for bolts installed and in place.	Approved and ordered purchase order issued.
32. Received invoice #1 of The Weikel Line Co., Inc. in the amount of $11,640.53 approved by the Street Lighting Engineering Department covering work on Street Lighting Engineering Resolution No. 147-80-001 Crestwood Colony Addition.	Approved and ordered paid from Revenue Sharing Fund.
33. Received AGREEMENT between Woodbridge Apartments of Fort Wayne and the City of Fort Wayne for Ditch Maintenance Agreement for Woodbridge Apartments.	Approved. A true copy is incorporated herein.
34. Received AGREEMENT between WESTWOOD DEVELOPMENT, INC. and FORT WAYNE NATIONAL BANK and City of Fort Wayne which enables the City to locate a sanitary sewer on common area within the proposed Westwood Valley, Section II, until subh time the said Plat is recorded. (Re: Easement Res. 189-80 and Sewer Res. 327-80).	Approved. A true copy is incorporated herein.
35. Received Special Sewer Permit for Gladieux Refinery prepared and approved by the Water Pollution Control Engineering Department to construct a storm sewer known as Gladieux Storm Sewer. 25% Maintenance Bond is to be furnished at the time the contractor files his completion affidavit. C.A. LEHMAN & SONS will perform the work.	Approved. Board Order No. 15-81 issued.

36. Request was received from G & L, 3002 Brooklyn, for permission to barricade Barr between Berry and Main Streets on Monday and Tuesday, April 20 and 21, 1981 around the clock.
PURPOSE: Setting crane in street.

Approved and permit issued.

37. Received a request from Bertha Brown, 1201 Lillie, for permission to barricade 1300 block of Lillie between Maumee and Lewis Streets on Saturday, April 18, 1981 from 9:00 a.m. to 2:00 p.m.
PURPOSE: Block party.

Approved and permit issued.

38. Received a request from Bertha Brown, 1201 Lillie, for permission to barricade 1300 block of Lillie between Maumee and Lewis Streets on Saturday, April 18, 1981 from 9:00 p.m. to 2:00 a.m.
PURPOSE: Block party.

Approved and permit issued.

Meeting adjourned at 10:15. a.m.

ATTEST:

Sandra E Kennedy
Clerk

Robert A Anderson
Betty R. Collins
BOARD OF PUBLIC WORKS

Tuesday, April 21, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, R.A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

M.L. Akers, R. A. Staten,
B. R. Collins
Sandra Kennedy

1. RECEIVE BIOS:

Water Quality Control Project Phases A, B & C - ADVANCEO WASTEWATER TREATMENT - Howard Needles Tammen & Bergendoff, Architects and Consulting Engineers for project:

BATES & ROGERS CONST. CO. Chicago, Illinois	---	$12,950.500.00
BRINOERSON CORP. Kingsport, Tennessee	---	15,961,000.00
B. G. OAVIS COMPANY Oayton,Ohio	---	14,297,000.00
HAGERMAN CONST. CORP. Ft. Wayne, Indiana	---	12,938,000.00
NATIONAL ENG. & COMPANY Strongsville, Ohio	---	13,763,000.00

Referred to the Consulting Engineers for tabulation and report.

Award contract on Tuesday, April 28, 1981 at 9:00 a.m.

Meeting adjourned at 10:00 a.m.

ATTEST:
Sandra E Kennedy
Clerk

Robert W Anderson Jr
Betty R Collins
BOARD OF PUBLIC WORKS

Wednesday, April 22, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, R. A. STATEN B. R. COLLINS
Sandra E. Kennedy, Clerk

M.L. Akers, R. A. Staten, B. R. Collins
Sandra Kennedy

1. Received purchasr orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received Street Lighting Resolution No. 152-81, final plans, estimate, specifications and property ownership list prepared by the Street Lighting Engineering Oepartment for installation of street lights on Pemberton Orive from Niagara Orive to Lake Avenue.

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Property Owners April 24 and May 1, 1981.

Hearing on Confirmation Thursday, May 14, 1981 at 3:30 p.m.

Mail notices on May 1, 1981.

4. RECEIVE BIDS:

Resolution No. 5899-81 to improve curbs and sidewalks and drive approaches along Kensington Blvd. from North property line of Lake Avenue to South property line of State Blvd.:

L. W OAILEY, INC.	---	$169,977.90
HIPSKIND CONCRETE CORP.	---	145,206.60
REITH-RILEY CONST.	---	143,739.75
T & F CONST.	---	203,268.00

Referred to the Street Engineering Department for tabulation and report.

Award contract on Wednesday, April 29, 1981 at 9 a.m.

5. Received Contract, Guaranty and Liability Bonds of Rieth-Riley Const. Co., Inc. in the amount of $55,131.20 prepared by the Street Engineering Oepartment signed by United Pacific Insurance Company for Resolution No. 5897-81 for HARMAR ST., GAY ST., ELIZA ST. ANO CHUTE STREET - known as EAST CENTRAL NEIGHBORHOOO, PHASE VI.

Approved.

Ordered sent to the Common Council on Tuesday, May 12, 1981 at 8:00 p.m.

6. Received Contract, Guaranty and Liability Bonds of Rieth-Riley Const. Co., Inc. in the amount of $8,100.00 prepared by the Street Engineering Oepartment signed by United Pacific Insurance Company for Resolution No. 5901-81 for repairing concrete pavement in 2600 block of Prairie Grove Avenue.

Approved.

Ordered sent to the Common Council on Tuesday, May 12, 1981 at 8:00 p.m.

7. Received private sidewalk applications: — Approved and permits issued.

Jones St. (south side) ------Simerman Const.
216 McKinnie Circle ---------Greg Surfus
516 Roxbury -----------------Elbrecht & Sons

8. Received driveway applications: — Approved and permits issued.

524 E. Rudisill ------------ Zehr Construction

9. Received street cut applications: — Approved and permits issued.

244 E. Butler	--- NIPSCO
161' along Beacon	--- "
900 Blk. S. Calhoun	--- "
2326 Cass	--- "
1535 Channel Ct.	--- C.U.
3426 N. Clinton	--- "
S. side of E. Cook Rd. bet. Breakwater and City Limits	--- NIPSCO
7425 S. Anthony	--- "
Owenger E. of Glasgow	--- C.U.
2915 Edwards	--- NIPSCO
2929 Engle Rd.	--- "
4124 Fairfield	--- "
4843 Fairfield	--- "
Fernhill Ave.	--- "
520 Fifth	--- C.U.
5109 Gardenview	--- NIPSCO
Hanna & LaSalle	--- C.U.
Indian Hills from Engle to Ojibwat Trail	--- NIPSCO
Van Buren & W. Jefferson (7)	--- "
2100 Lake	--- "
Larch Lane	--- "
5710 Larchwood Run	--- C.U.
Lewis W. at McCulloch	--- "
3000 New Haven	--- NIPSCO
2314 Bowser	--- "
6925 Ordway	--- C.U.
4129 Patrick Lane	--- NIPSCO
2305 Rehm	--- "
1620 St. Joe River Dr.	--- C.U.
2026 St. Joe Blvd.	--- "
404 W. State	--- G & L Excav.
3521 Taylor	--- NIPSCO
Tillman Rd. W. of U.S. 27	--- C.U.
75' along Timbers Dr.	--- NIPSCO
1329 Trick Ave.	--- "
2126 Versailles Village Place	--- "
3501 Warsaw	--- "
900 E. Washington	--- FW Cablevision
1213 E. Washington	--- C.U.
5219 Webster	--- NIPSCO
Winter S. at Lewis	--- C.U.
518 E. Oewald	--- NIPSCO
Tilden (between Morton & Oelta)	--- "
1717 Tilden	--- "
3319 Winter	--- "

10. Pursuant to report from the City Utilities Auditing Department listing unpaid Revenue Miscellaneous Accounts - write offs - as per list submitted Water: $2786.83 and Sewer: $4,463.30. — Approved.

11. Received invoice of Chamber of Commerce of Fort Wayne in the amount of $467.85 approved by the Street Engineering Department covering payment of City's share of sidewalks repair in vicinity of Chamber per agreement. — Approved and ordered paid from MVH Funds.

12. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Gene Keller & Sons, Inc. with Guaranty Bond in the amount of $7,000 signed by Fidelity and Deposit Company of Maryland for PLUMBWOOO APARTMENTS Sanitary and Storm Sewers.

Approved.

Ordered acceptance letter written.

13. Received invoice of Hipskind Concrete Corporation in the amount of $1,907.75 approved by the Street Engineering Oepartment for Miscellaneous projects: Vance, Florida, Fairfield, Nuttman, Gaywood and NE and SE corners Ridgewood Orive and Newport Avenue,

Approved.

Ordered paid under Purchase Order 4-04341.

14. Received Contract, Guaranty and Liability Bonds of Weikel Line Company, Inc. in the amount of $21,797.23 prepared by the Street Engineering Department signed by Reliance Insurance Company for installation of street lights in the East Central, Phase VI Impact area with underground ornamental lighting system.

Approved.

Ordered sent to the Common Council on Tuesday, May 12, 1981 at 8:00 p.m.

15. Permission is granted to Howard C. LeClaire, 1015 North Anthony, for use of following property: City Street Property immediately west of Lot 31, ANTHONY BLVO. PLACE AOOITION, 1000 block Garfield Street for the period beginning on the 20th day of April, 1981 and ending on October 31, 1981 for gardening purposes ONLY.

Approved and permit issued.

16. Received Addendum No. 2 to Engineering Agreement of REID, QUEBE, ALLISON, WILCOX & ASSOC., INC. re: CSO Study for the City.

Approved.

Ordered sent to the Common Council on April 14, 1981 at 8:00 p.m.

17. RESOLUTION NO. 70-169-17

WHEREAS, The Mayor of the City of Fort Wayne did state in a letter dated March 9, 1981 to the Board of Directors of Inbalco, Inc. the City's desire and intention to purchase for three million-seven hundred thousand dollars ($3,700,000.00) the fixed assets and property owned by Inbalco south and east of the St. Joe River in both St. Joseph and Adams Townships, and

WHEREAS, an Agreement for purchase of assets has been prepared between the City of Fort Wayne and Puritan Utilities, Inc., Oiversified Utilities, Inc. and Maplewood Park Utilities, Inc. (more commonly known as Inbalco) in an acceptable manner for execution by the City

NOW, THEREFORE, BE IT RESOLVEO by the Board of Public Works that on this day to accept and execute this Agreement and proceed to have it approved by all the the appropriate governmental agencies.

ADOPTEO THIS 22nd DAY OF APRIL, 1981.
A true copy is incorporated herein.

Meeting adjourned at 10:15 a.m.

ATTEST:

Sandra E. Kennedy
Clerk

Robert W. Anderson, Jr. Member

Betty R. Collins
BOARO OF PUBLIC WORKS

Thursday, April 23, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

M.L. AKERS, R. A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

1. HEARING ON CONFIRMATION:

Water Resolution No. 1022-80 for the construction of a water main in the BUTZ SUBDIVISION - Gary, Sylvia, Seddlemeyer Avenue from Decatur Road West.

CONFIRMED.

Advertise Notice to Contractors May 8 and May 15, 1981.

Receive bids on Wednesday, May 20, 1981 at 9 a.m.

Ordered the Water Engineering Department to prepare bid documents.

Meeting adjourned at 4:30 p.m.

Robert A. Staten

Betty R. Collins

BOARD OF PUBLIC WORKS

ATTEST:

Sandra E. Kennedy

Clerk

Tuesday, April 28, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, R. A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

M.L. Akers, R.A. Staten,
B. R. Collins
Sandra Kennedy

1. AWARD CONTRACT:

Water Quality Control Project Phases A, B & C - ADVANCED WASTEWATER TREATMENT - Howard Needles Tammen & Bergendoff, Architects and Consulting Engineers.

Award delayed to Tuesday, May 5, 1981 at 9:00 a.m.

Meeting adjourned at 9:15 a.m.

ATTEST:

Sandra E Kennedy
Clerk

Robert N Anderson Jr
Betty R Collins
BOARD OF PUBLIC WORKS

Wednesday, April 29, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, R. A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

M.L. Akers, R. A. Staten,
B. R. Collins
Sandra Kennedy

1. Received purchase orders from the Auditor of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received street cut applications:

Approved and permits issued.

427 Archer (alley)	--- Quick Action
6129 Becker	--- NIPSCO
2213 Eby	--- "
2B25 Fairfield	--- "
1147 Fariview	--- "
2904 Gay (alley)	--- Langston Const.
2904 Gay	--- C.U.
1630 Hayden	--- NIPSCO
1501 High (alley)	--- "
5003 Hoagland (alley)	--- Langston Const.
822 Huffman	--- NIPSCO
1310 Huron (alley)	--- "
Indiana So. of Home	--- C.U.
561B Inland	--- NIPSCO
5618 Inland Trail	--- C.U.
2716 John	--- "
2B25 John	--- "
5620 Larchwood Run	--- NIPSCO
415 E. Leith	--- C.U.
1129 Oak (alley)	--- NIPSCO
461 E. Pontiac	--- C.U.
Shadybrook & Schele	--- "
1405 Sinclair	--- NIPSCO
1025 Vance	--- "
1502 Wabash	--- "
5510 Webster (alley)	--- Langston Const.
5320 Webster	--- "
5210 Webster	--- "
4906 Webster	--- C.U.
5320 Webster	--- "
2B06 Weisser Pk.	--- Langston Const.
2B06 Weisser Pk.	--- C.U.
2902 Weisser Pk.	--- "
6903 S. Anthony	--- NIPSCO
6B22 Old Decatur Rd.	--- "
1720 California (alley)	--- "
702 Warwick	--- "
171B Milan (alley)	--- "
2113 Kentucky (alley)	--- "
261B Goshen	--- "
1025 Forest	--- "
2922 Adams	--- "
1300 McClellan	--- "
5326 McClellan (alley)	--- Langston Const.

4. Received private sidewalk applications:

Approved and permit issued.

3233 Chancellor ----------Yoder Builders
1710 Frenchman's Crossing ------R. D. Witmer Bldrs.
823 Pinehurst Dr. ----------E. Miller Builders
724 Crescent ----------Ft. Wayne Const. Trades

5. Received driveway applications:

Approved and permit issued.

3313 Alpine Ave. ----------Langston Const.
5601 Bowser --- "
2505 Carlton Ct. --- "
2530 Carver Ct. --- "
2608 Carver Ct. --- "
228 E. Cumberland --- "
230 E. Cumberland --- "
2520 Charleston Pl. ---Brooks Const,
2614 Evans ---Langston Const.
805 E. Fairfax --- "
3320 Fairfield ---Brooks Const.
2714 Greenview Ave. ---Langston Const.
5003 Hoagland Ave. --- "
2603 Mauldin --- "
1101 Oak --- "
2725 Oxford --- "
2511 Pittsburg --- "
2517 Pittsburg --- "
2305 Rehm Dr. --- "
3615 Rogers --- "
3704 Rudisill --- "
3902 Rudisill --- "
5001 South Park Dr. --- "
809 Taylor ---Kirk Scheeler
3324 Turpie St. ---Langston
1039 Ventura Lane --- "
1123 Wabash --- "
6430 Way Cross Dr. ---Leichty & Assoc.
7505 S. Anthony ---Lakeside Const. Co.

6. RECEIVE BIDS:

Referred to the Street Engineering Department for tabulation and report.

Award contract on Wednesday, May 5, 1981 at 9:00 a.m.

Curb and Sidewalk Resolution No. 5902-81 for constructing curbs as follows: PERRY AVE., WATKINS ST., ILLINOIS ST., MECHANIC ST., CENTER ST., CHERRY ST., ELM ST. AND HURON STREET a specified. (Known as Nebraska Neighborhood, Phase VI).

L. W. DAILEY, INC. --- $123,521.75

HIPSKIND ASPHALT CORP. --- 155,523.75

HIPSKIND CONCRETE CORP. --- 111,502.65

MOELLERING CONST. CO. --- 127,647.25

RIETH-RILEY CONST. CO. --- 111,394.20

T & F CONST. CO. --- 118,233.55

7. AWARD Contract:

Award contract to Rieth-Riley Const. Co. at and for their bid in the amount of $143,739.75 subject to councilmanic approval.

Drdered Street Engineering Department to prepare contract.

Curb, Sidewalk and Drive Approaches Resolution No. 5899-81 - Kensington Boulevard from north property line of Lake Avenue to south property line of State Boulevard.

8.	Received inspection report from the Water Engineering Department and Completion Affidavit of 8rooks Construction Company, Inc. with Guaranty 8ond in the amount of $2,D65.DD signed by American States Insurance Company for Water Contract 8D16 - ENGLE RIDGE INDUSTRIAL PARK, SECTION "C".	Approved. Ordered acceptance letter written.
9.	Invitational bids were received by the Street Engineering Department for replacement of sidewalk at 25D9 Winch Street. 8en Schmucker submitted the low bid in the amount of $551.49. (Property Owner share: $384.82 and City share: $166.67).	Approved. Ordered purchase order be issued for the amount of $166.67 to Ben Schmucker, R. R. #3, Grabill, Indiana, 46741.
10.	Received Improvement Resolution No. 5903-81, final plans, estimate and specifications for constructing curbs and sidewalks in NORTHWEST CENTRAL NEIGH8ORHOOD, PHASE V as follows: (CITY PAID) 1. Second Street, the north and south sides from Clark on the west to alley west of Wells Street. 2. High Street, the north and south sides from 8arthold on the west to alley west of Wells Street. ALSO, by installing underground ornamental street lighting system on the south side of High Street from 8arthold on the west to the alley west of Wells Street.	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Contractors May 8 and 15, 1981. Receive bids on Wednesday, May 20, 1981 at 9 a.m. Ordered the Street Engineering Department to prepare bid documents
11.	Street Engineering Department investigated petition for curbs, sidewalks and drive approaches on McKinnie (Calhoun to Lafayette) Board Order No. 75-80.	RESCIND ALL ACTION. (Petition contains only 48% of property owners' signatures).
12.	Received invoice #78--08-310-01-0-31 of Howard Needles Tammen & 8ergendoff in the amount of $21,247.84 for professional engineering services performed in connection Agreement for Engineering Services for Additions and Improvements to the Wastewater Facilities dated November 5, 198D.	Approved and ordered City Utilities to pay invoice. Payment is to be made from the Water Pollution Control Utility Fund.
13.	Received RELEASE OF SEWER EASEMENT whereby City releases Document 80-D12856 to Fort Wayne Community Schools pertaining Sewer Resolution No. 31D-80, Phase I - St. Joe Interconnect Interceptor.	Approved. Original sent to WPC Engr. Dept. for handling.
14.	Received invoice of Gateway Construction Company in the amount of $64D.7D approved by the Street Engineering Department covering retainage for Curb and Sidewalk Resolution No. 5884-8D - OXFORD, PHASE V.	Approved. Drdered paid by Community Development and Planning.
15.	Received plat of 8ojrab Plaza submitted and approved by the City Plan Commission.	Approved.
16.	Grant of garden permit was made to Walter and Helen 8. Foster, 1D11 N. Anthony, for permission to use the following property: GARDENING ONLY. City Street Property west of Lot 34, Anthony 8lvd. Place Add. & Extending within 8' of the dike. For period of April 6, 1981 and ending on October 31, 1981.	Approved.

17. Grant of garden permit was made to Joseph Haifley, 4433 S. Lafayette, for permission to use the following property for garden purposes only:

Plot of ground directly behind 1001 N. Anthony for period beginning April 1, 1981 and ending October 31, 1981.

Approved and permit issued.

18. Grant of garden permit was made to Gary and Carole A. Ferree, 612 Lillian Ave., for permission to use the following property for garden purposes only:

West half, Lot 464, Pfeiffer Place 2nd Addition (lot east of 612 Lillian Ave.)

Approved and permit issued.

Meeting adjourned at 10:05 a.m.

ATTEST:

Sandra Kennedy
Clerk

BOARD OF PUBLIC WORKS

Thursday, April 30, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

M.L. AKERS, R. A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

M.L. AKERS, R.A. STATEN
Sandra Kennedy

1. HEARING ON CONFIRMATION:

Improvement Resolution No. 5904-81 for constructing curbs on both sides of the 2500 and 2600 blocks of Buena Vista from Dodge Avenue to Lawndale Drive and also installation of ornamental lighting within the same boundaries.

Continued to Thursday, May 14, 1981 at 3:30 p.m.

Time up to receive remonstrance Monday, May 11, 1981 at 5:00 p.m.

2. HEARING ON CONFIRMATION:

Sewer Easement Resolution No. 211-80 - for the condemnation of permanent and temporary easements for the purpose to construct, operate control and maintain a sanitary sewer line along and across a portion of the Southeast Quarter of Section 7, Township 30 North, Range 12 East and being more particularly described as Lots #317 and #295 of Country Club Terrace Addition, Allen County, Indiana.
(SEWER RES. 342-80 COVINGTON ROAD - COUNTRY CLUB).

CONFIRMED.

Ordered the Water Pollution Control Engineering Department to prepare benefits and damages.

Remonstrance received from John S. Knight, Attorney, representing Mary Ellen Goller.

Meeting adjourned at 4:15 p.m.

BOARD OF PUBLIC WORKS

ATTEST:

Clerk

Tuesday, May 5, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, R. A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

R. A. Staten, B. R. Collins

1. AWARD CONTRACT:
Continued from April 28, 1981

Water Quality Control Project Phases A, B & C - AOVANCEO WASTEWATER TREATMENT - Howard Needles Tammen & Bergendoff, Architects and Consulting Engineers.

Award delayed to Tuesday, May 19, 1981 at 9:00 a.m.

2. Received invoice #1 of Moake, Sheldon, Kratzat & Associates, Inc. in the amount of $1,120.00 approved by the Oirector of Water Resources for architectural services performed for a preliminary study for the addition and renovation of the existing Sewer Maintenance Facility on East Wallace Street.

Approved and ordered paid under Purchase Order A-007928 by City Utilities.

Meeting adjourned at 9:15 a.m.

Robert Anderson Staten

BOARD OF PUBLIC WORKS

ATTEST:

Sandra Kennedy
Clerk

Wednesday, Thursday, May 6, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, R. A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

R. A. Staten, B. R. Collins
Sandra E. Kennedy

1. Received purchase orders from the Auditor of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received street cut applications: — Approved and permit issued.

1915 Andrew	--- NIPSCO
7505 S. Anthony	--- C.U.
6903 S. Anthony	--- Nipsco
Broadway & G. E. Plant	--- C.U.
2003 Chochtimar Trail	--- NIPSCO
3606 and 3626 S. Clinton	--- J & G Water & Sewer
2102 Covington	--- NIPSCO
47B Elizabeth	--- C.U.
Hartman Rd. /Foster Pk. Dr.	--- Ft. Wayne Cable
333 Grove	--- C.U.
2141 S. Hanna	--- "
Hessen Cassel Rd. & Maple Gr.	--- "
6241 Kiwanis Dr.	--- NIPSCO
4B1B S. Lafayette (alley)	--- "
1301 E. Lewis	--- C.U.
Maple Grove & Devonshire	--- "
1034 Northlawn	--- NIPSCO
1414 Oakdale	--- J & G Water & Sewer
6B22 Old Decatur Rd.	--- NIPSCO
Old Mill Rd., Old Farm Circle, Fairfax, Indiana, Woodhurst and S. Wayne	--- Ft. Wayne Cable
920 Oxford	--- NIPSCO
Pettit & S. Anthony	--- C.U.
2431 Princeton	--- NIPSCO
702 Warwick	--- "
1401 E. Washington (alley)	--- "
309 E. Wildwood	--- "
1510 Columbia (alley)	--- "
3102 McArthur	--- "
1620 California (alley)	--- "
1714 Lantanier	--- "
401B Smith	--- "
2133 Ontario (alley)	--- Langston Const.

4. Received private sidewalk applications: — Approved and permit issued.

1503 Edgewater	----------L. Kanning
1712 Emerson	--- Ned Keener
1835 Kenwood	--- H. Gingerich Bldr.
6216 Kiwanis Dr.	--- Rasler Const.
6240 Kiwanis	--- Rasler Const.
6241 Kiwanis	--- Rasler Const.
6316 Kiwanis	--- Rasler Const.
3135 S. Wayne	--- Kirk Scheeler
2509 Winch	--- Ben Schmucker

5. Received driveway applications:

815 Aurora Knoll Sane	----------Holida Homes
821 Aurora Knoll Lane	--- Holida Homes
1829 Clover Lane	--- Marlin Yoder
303 W. Cox Dr.	--- Kirk Scheeler
1711 Frenchman's Crossing	--- R.D. Witmer Bldrs.
6240 Kiwanis Or.	--- Rasler Const.
6241 Kiwanis Or.	--- Rasler Const.
823 Pinehurst Or.	--- Elmer Miller Bldrs.
7714 Weymouth Or.	--- A. D. Oelagrange

6. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Street Engineering Department for Resolution No. 5902-81 for constructing curbs and sidewalks where needed on PERRY AVE., WATKINS ST., ILLINOIS ST., MECHANIC ST., CENTER ST., CHERRY ST., ELM ST., ANO HURON STREET also known as Nebraska Neighborhood, Phase VI.

Award contract to Rieth-Riley Construction Company, Inc. in the amount of $111,394.20.

Ordered the Street Engineering Department to prepare contract and necessary documents.

7. Received Contract, Guaranty and Liability Bonds of Hipskind Concrete Corporation in the amount of $56,568.10 prepared by the Street Engineering Oepartment signed by Trinity Universal Insurance Company for Resolution No. 5894-81 known as NORTHWEST CENTRAL, PHASE IV-B.

Approved and ordered sent to the Common Council on May 26, 1981 at 8:00 p.m.

8. Received invoice of Rieth Riley Construction Company in the amount of $8,670.45 approv-d by the Street Engineering Oepartment for Curb and Sidewalk Resolution No. 5880-80 LaREZ, PHASE III.

Approved and ordered paid by Community Development and Planning.

9. Received invoice of Bonar & Associates, Inc. in the amount of $5,000 approved by the Street Engineering Department for environmental services in accordance with agreement dated July 3, 1980. (STATE BOULEVARO ENVIRONMENTAL IMPACT STUOY).

Approved and ordered paid from LRS Account #402-138-338-21-4265.

10. Received invoice of Gateway Construction Company for retainage in the amount of $2,457.90 approved by the Street Engineering Oepartment covering project Resoltuion No. 5887-80 LaREZ, PHASE III - "B".

Approved and ordered paid by Community Oevelopment and Planning.

11. Received invoice of Butler, Fairman & Seufert, Inc. in the amount of $747.00 (30% City Share) for engineering inspection services in connection with the EWING-FAIRFIELD-WELLS STREET BRIOGE.

Approved and ordered paid from LRS Account #402-138-338-03-4265.

12. Received inspection report from the Water Pollution Control Engineering Oepartment and Completion Affidavit of Gene Keller & Sons, Inc. with Guaranty Bond in the amount of $300 signed by Fidelity and Deposit Company of Maryland for Hickory Mill Apts. Sanitary Sewer.

Approved and ordered acceptance letter written.

13. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Bercot-Gibson Construction Company, Inc. with Guranty Bond in the amount of $20,856.00 signed by Western Casualty and Surety Company for REROUTING EXISTING COMBINATION SEWER FOR FUTURE PARKING GARAGE FOR Lutheran Hospital.

Approved and ordered acceptance letter written.

14. Received invoice of McNamee, Porter and Seeley in the amount of $13,075.66 (invoice #70-10-210-01-32) approved by the Director of Water Resources for engineering services for Beneral and Resident Engineering for Water Works Improvements in accordance with Contract between City and the Engineers dated December 7, 1970 and Amendment No. 1 dated March 30, 1977.

Approved and ordered paid by City Utilities.

Payment is to be made from the Water Utility Fund.

15.	Received partial payment estimate #27 of Hagerman/Shambaugh, joint bidders, in the amount of $223,619.55 approved by McNamee, Porter and Seeley and Director of Water Resources covering Water Contract 77-W-2 WATER WORKS IMPROVEMENTS FILTRATION PLANT ADDITIONS.	Approved and ordered City Utilities to pay the amount $223,619.55 paid to Hagerman/Shambaugh. Also, ordered the amount of $11,769.45 to Hagerman/ Shambaugh Escrow Account at Fort Wayne National Bank. Payments are to be made from the Water Utility Fund.
16.	Received invoice of Simerman Construction Company, Inc. in the amount of $433.74 retainage on Miscellaneous Invitational Projects covered by P.O. 4-09197. (Lake, Avondale, Edith, Broadway and Nuttman, Randallia, Greenlawn and Jefferson areas).	Approved and ordered paid from MVH Account #129.
17.	Received invoice of Simerman Construction Company, Inc. in the amount of $399.92 retainage on Miscellaneous Invitational Projects covered by P.O. 4-04428. (Forest, Trick, Blueberry and Peachwood, Purdue and Cambridge, and Thompson areas).	Approved and ordered paid from MVH Account #129.
18.	Received invoice of Moellering Construction Company, Inc. in the amount of $8,804.84 approved by Butler, Fairman and Seufert, Inc. for project - EWING - FAIRFIELD - WELLS STREET BRIDGE.	Approved and ordered paid from LRS Account #402-138-338-03-4265.
19.	Received Improvement Resolution No. 5905-81 final plans, specifications and estimate prepared by the Street Engineering Department for improving a section of retaining wall, handrail, sidewalks and curbs under the Penn-Central Railroad Elevation on the east side of Hanna Street between Hayden and Wallace Streets. (CITY PAID)	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Contractors May 22 and 29 1981. Receive bids on Wednesday, June 3, 1981 at 9 a.m. Ordered the Street Engineering Department to prepare bid documents.
20.	Received Curb and Sidewalk Resolution No. 5907-81, final plans, specifications, estimate and property ownership list prepred by the Street Engineering Department for improving curbs, sidewalks and drive approaches in Harrison Hill Addition (Harrison, Hoagland, Webster, Foster Parkway, Branning, Lexington, North Seminole Circle, South Seminole Circle, Radial Lane, North Cornell Circle, South Cornell Circle, Pasadena Drive and Maxine Drive areas).	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Property Owners May 15 and 22, 1981. Hearing on Confirmation Thursday, June 4, 1981 at 3:30 p.m. Mail notices on May 22, 1981.
21.	Received petition for the installation of new sidewalks on Brown Street (both sides) from Paul Street to western terminus.	Approved. Ordered Street Engineering Department to investigate and report. Board Order No. 27-81.

22. Requests were made for the following permits:

Approved and permits issued.

1. Request was made by Lions Club (Gertrude Webster) for permission to sell miniature white canes April 23, 1981 thru May 7, 1981.
PURPOSE: Emergency aid for the needy blind.

2. Request was made by Moellering Construction, 3400 Engle Road, for permission to barricade State Street at Swayne from Reed to Maplecrest on April 15 and 16, 1981 from 8:30 a.m. to 5:00 p.m.
PURPOSE: Construction sewer line.

3. Request was received from Rocco Ferrera, Livonia, Michigan, for permission to barricade Northside from Glacier to Vance around the clock starting April 16, 1981 for approximately two months.
PURPOSE: Construction sewer line.

4. Request from Moellering Const. for Allen County Highway Department for permission to barricade Elizabeth Street between Clinton Street and Spy Run Avenue.
PURPOSE: Clean debris from under bridge on Elizabeth Street.

5. Request from Weigand Construction Company, for permission to barricade the 3100 block of South Fairfield just south of Wildwood Avenue on April 24, 1981 for approximately six weeks around the clock.
PURPOSE: Construction of Parking Garage.

6. Request from Rocco Ferrera for permission to close Tilden between Anthony and Kensington and Tilden between Anthony and Garfield on April 28 and 29, 1981 7:00 a.m. to 5:30 p.m. both days.
PURPOSE: putting in de-watering deep wells and Federal Sewer Project.

7. Request from NIPSCO, 114 E. Wayne, for permission to to barricade Washington one block east of Broadway and meters block on east side of 1000 Fulton on April 13 thru April 24, 1981 from 8:30 a.m. to 4:00 p.m.
PURPOSE: Repairing of mains.

8. Wayne Furniture, 2010 Fairfield, to barricade 2006 Fairfield on April 22, 1981 for approx. two weeks around the clock.
PURPOSE: Trash container for fire damage cleanup.

9. Received request from Lenacher Const. Co. for permission to barricade alley running east and west between Barr Street and Clinton located between Jefferson and Washington on April 23, 1981 for approx. 90 days.
PURPOSE: Construction of Central Branch of YMCA.

10. Received request from Asphalt Maint., Inc., Muncie, Indiana, for permission to barricade Anthony Blvd. from Pettit to south of Paulding Road west side two lanes of traffic on Thursday, April 30, 1981 for two weeks around the clock.
PURPOSE: Concrete work.

11. Received request from Rocco-Fererra Const. Co., for permission to barricade one lane of Tilden at North Anthony on April 29 and 30, 1981 all day.
PURPOSE: Installation of deep wells.

23. Received the following requests for permission to barricade: All permits issued.

1. Busch, Inc. for April 27 thru May 15, 1981 at all times to barricade north side drive from Pleasant to Parnell. PURPOSE: St. Joe Sewer project.

2. General Telephone Company, 525 Tecumseh, May 4, 1981 for two weeks at all times to barricade Tennessee Avenue. PURPOSE: Sewer lines installations.

3. Busch, Inc. to barricade May 5 and 6, 1981 from 8:00 a.m. to 4:00 p.m. - St. Joe Blvd. from Tennessee to North Side Drive. PURPOSE: Test drill for well points.

4. NIPSCO, 114 E. Wayne, for May 7, 1981 from 8:30 a.m. to 4:00 p.m. to barricade College from Swinney to first alley south of Swinney. PURPOSE: Install 6" main across College Ave.

5. Rocco Ferrera Company for barricade around the clock on May 11, 1981 for two weeks area of St. Joe Blvd. and Tennessee going towards Crescent Ave. PURPOSE: Water Main relocation.

6. Shambaugh & Son, 137 Chambeau, for barricade of Barr Street between Berry and Main on May 11, 1981 from 8:30 a.m. to 12:00 Noon. PURPOSE: Placing 50 ton crane.

7. Norfolk & Western Railway Co., Nelson Road, to barricade McKinley at Rail Road on May 13 to May 19, 1981 around the clock. PURPOSE: Rebuild railroad tracks.

8. Southside High School, 3601 S. Calhoun, to barricade Calhoun from Darrow to Oakdale and Oakdale from Calhoun to Clinton on May 22, 1981 from 8:15 a.m. for approx. 30 minutes. PURPOSE: Annual Ivy Day ceremony for Senior Class.

9. Robert Paulsen, Lutheran Hospital, 3024 Fairfield, to hood two meters on extreme end of Wildwood on north side of west end at South Wayne on May 11 thru 15, 1981 around clock. PURPOSE: Street cut on Wildwood Avenue.

10. Rocco Ferrera Company for barricade from alley between Kensington and Anthony to east side of Anthony on Tilden on May 6, 1981 for approx. two weeks around the clock. PURPOSE: Sewer project.

11. Busch, Inc. for May 6 thru 29th, 1981 around the clock barricade North Side Drive from Parnell to St. Joe Blvd - also at Parnell from Forest to North Side and Romy from St. Joe to North Side. PURPOSE: St. Joe Sewer project.

12. Morse Electric Company, So. Bend, Ind., to barricade Calhoun between Wayne and Washington starting at alley on May 5, 1981 for approximately three weeks from 8:30 a.m. to 3:30 p.m. PURPOSE: street cuts for One Summit Square.

13. NIPSCO, 501 Hale, to barricade intersection of Tilden and Morton on May 13 thru May 22, 1981 at all times. PURPOSE: Install 8" gas main - goes along with the Federal Sewer Project.

14. Joe Norman Const. Co. for barricade of Charlotte from Pleasant to North Side on May 13 thru July 10, 1981 at all times. PURPOSE: St. Joe Sewer Project.

15. Jeanette Bergman, 1238 E. Washington, to barricade Walter between Washington and Maumee on May 30 and 31, 1981 from 10:00 a.m. to 10:00 p.m. each day. PURPOSE: Block party.

Meeting adjourned at 10:25 a.m.

ATTEST:

Clerk

BOARD OF PUBLIC WORKS

Thursday, May 14, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

M.L. AKERS, R. A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

OWING TO THE FACT THAT NO QUORUM WAS IN ATTENDANCE, NO MEETING WAS HELD. PUBLIC HEARING WAS CONTINUED AS FOLLOWS:

1. HEARING ON CONFIRMATION:

Street Lighting Resolution No. 152-81 for installation of Street Lightings on Pemberton Drive from Niagara Drive to Lake Avenue.

Continued to May 21, 1981 Thursday, at 3:30 p.m.

2. Continued from April 30, 1981
HEARING ON CONFIRMATION:

Resolution No. 5904-81 for constructing curbs on both sides of the 2500 and 2600 blocks of Buena Vista from Dodge Avenue to Lawndale Drive and also installation of ornamental lighting within the same boundaries.

Continued to Thursday, May 21, 1981 at 3:30 p.m.

Tuesday, May 19, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, R. A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

M.L. AKERS, R. A. STATEN
Sandra Kennedy

1. Received purchase orders from the Auditor of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received driveway applications: — Approved and permits issued.

2011 Beacon	---	Delagrange Homes
1712 Emerson	---	Ned Keener
713 Harmar	---	Ernest Martin
6808 Lakecrest Ct.	---	Ned Keener
6304 Neighbor	---	Rasler Const.
4801 Projects	---	R. W. Kain
2127 Sherman	---	Con-Del, Inc.
4227 Castell	---	Rasler Const.

4. Received sidewalk applications: — Approved and permits issued.

1414 Archer	---	F. Steury
334 E. Berry	---	H. Stith
527 W. Berry	---	Ned Keener
314 W. Butler	---	Ned Keener
4227 Castell	---	S. C. Rasler
5003 Hoagland	---	Langston Const.
608 Kinnaird	---	Ned Keener
5326 McClellan	---	Langston Const.
6304 Neighbor Dr.	---	Rasler Const.
901 W. Rudisill	---	Hipskind Asphalt Corp.
1246 St. Joe	---	Ft. Wayne Trades
4906 S. Webster	---	Langston Const.
5210 S. Webster	---	Langston Const.
5619 S. Webster	---	Langston Const.

5. Received street cut applications: — Approved and permits issued.

7505 S. Anthony	---	Bill Winans
1019 & 1021 Archer	---	NIPSCO
1529 Barthold	---	"
Brooklyn Ave. at N & W	---	"
2630 Carver Ct.	---	C.U.
4830 Christofer Lane	---	NIPSCO
6917 Corline	---	"
430 W. Creighton	---	C.U.
805 Fairfax	---	NIPSCO
2626 Fairfield	---	T & G Excav.
3320 Fairfield	---	C.U.
Fairlawn & Elwood	---	"
310 E. Fleming	---	"
5720 Gates	---	NIPSCO
2909 Glencairn	---	C.U.

Grove St. E. at Clinton	---	C.U.
1827 S. Harrison	---	NIPSCO
1318 Home	---	"
200 E. Jefferson	---	C.U.
6240 Kiwanis	---	"
6241 Kiwanis	---	"
3737 Lake	---	NIPSCO
831 Larch Lane	---	"
3102 MacArthur	---	"
5326 McClellan (alley)	---	Langston Const.
815 McKinnie	---	C.U.
2606 Manford	---	"
Maumee & Lillie	---	"
908 Maxine (alley)	---	Shoda Sewer
3233 Mono Gene	---	C.U.
2133 Ontario (alley)	---	Langston Const.
1420 Park	---	NIPSCO
5024 Plaza	---	"
2508 Smith	---	C.U.
Tacoma & Maxine	---	"
4500 N. Washington	---	NIPSCO
1565 Tillman	---	"
5125 Werling	---	"
500 Blk. W. Wildwood	---	C.U.
1836 Wheeler	---	"
W. side of Anthony N/Alliger	---	Gen. Tele.
2211 Parnell	---	NIPSCO
914 Rivermet (alley)	---	"
Parnell & Ridgewood	---	"
3602 S. Clinton	---	"
2626 Broadway	---	"
3417 S. Clinton	---	"
918 E. Creighton	---	"
Forest, W/St. Joe Blvd.	---	C.U.
3513 Gaywood	---	NIPSCO
Hanna & Hayden	---	"
710 S. Harrison	---	C.U.
200 block Jacobs	---	"
2908 Kelmar	---	NIPSCO
925 Kenwood	---	"
7215 Kumfer	---	"
535 Madison	---	"
410 W.Masterson	---	"
6817 Old Trail Rd.	---	Earl Baker Trench.
2211 Parnell	---	NIPSCO
480; Projects Dr.	---	R.W. Kain, Inc.
Romy at St. Joe	---	C.U.
1705 St. Joe Ctr. Rd.	---	NIPSCO
1317 Warren	---	"
2601 Weisser Park	---	"
500 - 600 Wildwood	---	Shambaugh & Son
1221 E. Wayne	---	NIPSCO
4113 New Haven	---	"
1408 Elizabeth	---	"
1114 Rockhill (alley)	---	"
3601 Bowser	---	Langston Const.
2727 Hanna	---	"
5601 Bowser	---	"
229 Cubmerland	---	"
220 Cumberland	---	"
3615 Rogers	---	"
3313 Alpine	---	"

6. Received contract, Guaranty and Liability Bonds of L. W. Dailey, Inc. in the amount of $20,253.83 prepared by the Street Engineering Department signed by St. Paul Fire & Marine Insurance Company for Resolution No. 5898-81 for constructing new curbs and sidewalks whre needed on both sides of West Oakdale Drive from South Wayne to Fairfield Avenue. Also, to construct underground ornamental street lighting system on West Oakdale Drive from South Wayne to Fairfield Avenue.

Approved and ordered sent to the Common Council on Tuesday, May 26, 1981 at 8:00 p.m.

7. Received Contract Guaranty and Liability Bonds of L. W. Oailey, Inc. in the amount of $65,098.05 prepared by the Street Engineering Department signed by St. Paul Fire & Marine Insurance Company for Resolution No. 5900-81 - HANNA-CREIGHTON NEIGHBORHOOD, Phase V.

Approved and ordered sent to the Common Council on Tuesday, May 26, 1981 at 8:00 p.m.

8. Continued from May 5, 1981
AWARD CONTRACT:

Water Quality Control Project Phases A, B & C - ADVANCED WASTEWATER TREATMENT - Howard Needles Tammen & Bergendoff, Architects and Consulting Engineers.

Continued until further notice.

9. Received the following partial payments approved by the Water Pollution Control Engineering Department for Sewer Projects: ST. JOE STUDY AREA

	INVOICE:	ESCROW:	BANK (Escrow):
a. Estimate #1 of ROCCO FERRERA & CO., INC. for Sewer Res. 310-80, Phase I, ST. JOE	$360,609.06	$40,067.67	Lincoln Nat'l.
b. Estimate #4 of JOE R. NORMAN CONTRACTOR, INC. for Sewer Res. 310-80, Phase III for ST. JOE	287,528.13	31,947.57	Am. Fletcher Nat'l.
c. Estimate #4 of ROCCO FERRERA & CO., INC. for Sewer Res. 310-80, Phase IV for ST. JOE	275,815.92	----------	
d. Estimate #4 of EARTH CONST. & ENGR., INC. for Sewer Res. 313-80 for ST. JOE	89,707.82	5,586.88	Lincoln Nat'l.
e. Estimate #3 of EARTH CONST. & ENGR. , INC. for Sewer Res. 314-80 for ST. JOE	111,215.52	12,357.28	Lincoln Nat'l
f. Estimate #3 of EARTH CONST. & ENGR., INC. for Sewer Res. 315-80 for ST. JOE	87,371.59	2,784.96	Lincoln Nat'l.
g. Estimate #4 of WEITZEL CONSTRUCTION CO., INC. for Sewer Estimate 312-80 for ST. JOE	57,896.86	6,432.98	Lincoln Nat'l.

Approved and ordered City Utilities to pay invoices and Escrow payments from the Water Pollution Control Utility Fund.

10. Received the following partial payments approved by the Water Pollution Control Engineering Department for Sewer Projects: SPY RUN STUDY AREA

	INVOICE	ESCROW	BANK (Escrow):
a. Estimate #4 of WAYNESFIELD CONSTRUCTION CO. for Sewer Res. 323-80 for SPY RUN.	$ 39,357.50	---------	
b. Estimate #3 of NORTH EASTERN CONST. CO. for Sewer Res. No. 327-80 for SPY RUN	51,259.00	5,695.45	Three Rivers Title
c. Estimate # 3 of GROUND SERVICES, INC. for Sewer Res. No. 328-80 for SPY RUN	59,830.16	6,647.79	Peoples Trust
d. Estimate #1 of SCHEIDELMAN, INC. for Sewer Res. No. 329-80 for SPY RUN	98,712.07	10,968.00	Lincoln Nat'l.

Approved and ordered City Utilities to pay invoices and Escrow payments from the Water Pollution Control Utility Fund.

11. Received the following partial payments approved by the Water Pollution Control Engineering Department for Sewer Projects: NORTH MAUMEE STUOY AREA

	INVOICE	ESCROW	BANK (Escrow):
a. Estimate #1 of ROCCO FERRERA & COMPANY, INC. for Sewer Res. 330-80 for North Maumee --- for PHASE #1.	$238,303.07	$26,478.12	Lincoln Nat'l.
b. Estimate #2 of JOHN OEHNER, INC. for Sewer Res. 330-80 for North Maumee ---------- for PHASE #II.	43,299.92	4,811.10	Anthony Wayne
c. Estimate #2 of BUSCH, INC. for Sewer Res. 331-80 for North Maumee----------	179,749.70	--------	
d. Estimate #1 of BUSCH, INC. for Sewer Res. 332-80 for North Maumee ----------	102,817.80	11,424.20	Lincoln Nat'l.
e. Estimate #2 JOHN OEHNER, INC. for Sewer Res. 336-80 for North Maumee----------	10,457.71	1,161.97	Anthony Wayne
f. Estimate #1 of JOHN OEHNER, INC. for Sewer Res. No. 337-80 for North Maumee----	27,381.56	3,042.40	Anthony Wayne
g. Estimate #2 of JOHN HARTMAN CONST. CO. for Sewer Res. 338-80 for North Maumee -------	12,739.82	1,415.54	Allen County Bank
h. Estimate #2 of MOELLERING CONST. CO., INC. for Sewer Res. No. 339-80 for North Maumee----------	13,804.50	--------	

Approved and ordered City Utilities to pay invoices and Escrow payments from the Water Pollution Control Utility Fund.

12. Received invoice 78-08-310-01-32 of Howard Needles Tammen & Bergendoff in the amount of $24,557.59 approved by the Oepartment of Water Resources for professional engineering services performed in connection with Agreement for Engineering Services for Additions and Improvements to the Wastewater Facilities dated November 5, 1980.

Approved and ordered City Utilities to pay invoice from the Water Utility Fund.

13. Received invoice from the Indiana State Highway Commission in the amount of $195,176.87 apporved by the Oirector of Transportation for initial payment on Project HES-MG-HHS 2009 (1) - Contract No. T-13023 in accordance with Agreement between the State of Indiana and the City of Fort Wayne.

Approved and ordered invoice paid from Fund #138 LRS Account 402-138-338-11-4265.

14. Regarding curb petition for curbing on Monroe and Oalman Avenue (B.O. 124-79). Since no response was received from the property owners, Street Engineering recommends that there be no further action.

RESCIND ALL ACTION.

15. Received Water Contract No. 8017 between AFFOROABLE HOMES - John Pelkington, Inc. - and the Fort Wayne Water Utility for construction of water main system on Patrick Lane from an existing 6" water main at Trick Avenue to Normandale Drive 290 ± LF; on Narmandale Drive from Patrick Lane eastward 370 ± L.F.

Approved.

16. Received Street Resolution No. 5908-81, final plans, specifications and estimate prepared by the Street Engineering Oepartment for improving by maintenance reconstruction of East Paulding Road pavement between Arlene Drive on the west and east to the end of concrete pavement. CITY PAID.

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Contractors May 29 and June 5, 1981.

Receive bids on Wednesday, June 10, 1981 at 9 a.m.

Ordered the Street Engineering Oepartment to prepare bid documents.

17. Received Curb and Sidewalk Resolution No. 5906-81, final plans, specifications and estimate prepared by the Street Engineering Department for the constructing curb and sidewalk where necessary on TABER STREET both sides between Lavayette and Hanna and SUTTENFIELD STREET both sides between Lafayette and Hanna - known as LAREZ NEIGHBORHOOD, PHASE IV.	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Contractors May 29 and June 5, 1981. Receive bids on Wednesday, June 10, 1981 at 9 a.m. Ordered the Street Engineering Department to prepare bid documents.
18. Received Curb and Sidewalk Resolution No. 5909-81, final plans, specifications and estimate prepared by the Street Engineering Department for improving by curbwalk replacement: Weisser Park, John Street, Smith Street, Winter Street, Leith Street, Boltz Street as specified and also sidewalk spot repair and curbface walk replacement on Weisser Park both sides from north of McKee Street to south of Pontiac Street - known as OXFORD NEIGHBORHOOD, PHASE VI-A.	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Contractors May 29 and June 5, 1981. Receive bids on Wednesday, June 10, 1981 at 9 a.m. Ordered the Street Engineering Department to prepare bid documents.
19. Received Partial Payment Estimate #1 of Richard Ness Excavating & Trucking, Inc. in the amount of $5D,752.57 approved by the Water Pollution Control Engineering Department for Sewer Resolution No. 345-8D - Country - Club Langford Oaks Area.	Approved. Ordered City Utilities to pay invoice. Also pay Ness Excavating Escrow Account the amount of $5,639.17 at Lincoln National Bank. Payments are to be made from WPC Utility Fund.
20. Received Contract, Guaranty and Liability Bonds of Rieth-Riley Const. Company, Inc. in the amount of $143,739.75 prepared by the Water Pollution Control Engineering Department signed by United Pacific Insurance Company for Curb Resolution No. 5899-81 - Kensington Boulevard.	Approved. Ordered sent to the Common Council on Tuesday, June 9, 1981 at 8:00 p.m.
21. Received inspection report from the Water Pollution Control Engr. Department and Completion Affidavit of Bercot-Gibson Const. Co. for J. C. Korh Memorial Youth Center Sanitary Sewer. No bond is necessary due to lapse of time.	Approved. Ordered acceptance letter written.
22. Received inspection report from the Water Pollution Control Engr. Dept. and Completion Affidavit of John Dehner, Inc. for SPRUNGER AVENUE - No bond is necessary due to lapse of time.	Approved. Ordered acceptance letter written.

Meeting adjourned at 10:30 a.m.

ATTEST:

Sandra Kennedy
Clerk

Betty R. Collins

BOARD OF PUBLIC WORKS

Wednesday, May 20, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, R. A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

M.L. Akers, R. A. Staten
Sandra Kennedy

1. Received purchase orders from the Auditor of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received sidewalk applications:

110 W. Berry ----------Ind. Const., Inc.
3102 River Forest Dr. ------Graber & Graber

Approved and permits issued.

4. RECEIVE BIDS:

Curb, Sidewalk and Street Lighting Resolution No. 5903-81 for constructing curbs and sidewalks in NORTHWEST CENTRAL NEIGHBORHOOD, PHASE V as follows:

1. Second Street, the north and south sides from Clark on the west to alley west of Wells Street.

2. High Street, the north and south sides from Barthold on the west to alley west of Wells Street.

Also by installing underground ornamental street lighting system on the south side of High Street from Barthold on the west to the alley west of Wells street:

Referred to the Street Engineering Department for tabulation and report.

Award contract on Wednesday, May 27, 1981 at 9 a.m.

BROOKS CONST. CO.	---	$71,348.48
L. W. DAILEY, INC.	---	65,410.15
GATEWAY CONST. CO.	---	70,489.60
N. G. GILBERT	---	104,835.00
HIPSKIND CONCRETE CO.	---	64,280.00
MOELLERING CONST. CO.	---	58,576.35
RIETH-RILEY CONST. CO.	---	65,986.75
T & F CONST. CO.	---	57,397.35

5. RECEIVE BIDS:

Water Resolution No. 1022-81 for the construction of a system of water mains along Decatur Road, Sylvia Avenue and Gary Street area commonly known as Butz Addition:

Referred to the Water Engineering Department for tabulation and report.

	BASE:	ALTERNATE:
ALL STAR CONST. CO.	---$74,664.50	$ 8,078.50
BERCOT, INC.	--- 94,351.05	7,662.50
BUTLER & BUTLER CONST.	--- 97,347.00	11,030.00
GROUND SERVICES, INC.	--- 75,046.00	8.240.00
LENGACHER CONST. CO.	--- 72,896.35	8,901.00
SCHEIDLEMAN EXCAVATING	--- 98,534.85	11,709.25
T & F CONST.	--- 74,674.98	7,904.45
T - G EXCAV., INC.	--- 61,147.45	6,525.90

Will award contract on Wednesday, May 27, 1981 at 9 a.m.

6. Received invoice from Indiana State Highway Commission in the amount of $38,299.30 approved by the Director of Transportation for City's final payment on the U.S. #27 (EDGEWOOD AVE. TO .03 MILE SOUTH OF U.S. #30 BY-PASS).

Approved and ordered paid from LRS Account #402-138-33B-22-4265.

7. Received First Amendment to Retention 8asin Easement by and between Lake County Trust Company and the City of Fort Wayne, Indiana. (GLENWOOD EXPANSION EASEMENT).

Approved. A true copy is incorporated herein.

Ordered sent to Water Pollution Control Engineering Department for recording and return for Record Book.

8. Received First Amendment to Storm Sewer Easement by and between Lake County Trust Company and the City of Fort Wayne, Indiana. (GLENWOOD EXPANSION EASEMENT).

Approved. A true copy is incorporated herein.

Ordered sent to the Water Pollution Control Engineering Department for recording and return for Record Book.

9. Recived Second Amendment to Overflow Drainage Easement by and between Lake County Trust Company and the City of Fort Wayne, Indiana. GLENWOOD EXPANSION EASEMENT).

Approved. A true copy is incorporated herein.

Ordered sent to the Water Pollution Control Engineering Oepartment for recording and return for Record Book.

Meeting adjourned at 10:00 a.m.

ATTEST:

Sandra Kennedy
Clerk

Betsy R. Collins

BOARD OF PUBLIC WORKS

Thursday, May 21, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

M.L. AKERS, R. A. STATEN, B. R. COLLINS
SANORA E. KENNEOY, CLERK

M.L. Akers, R. A. Staten
Sandra Kennedy

1. Continued from May 14, 1981
HEARING ON CONFIRMATION:

Street Lighting Resolution No. 152-81 for the installation of ornamental street lighting on Pemberton Orive from Niagara Drive to Lake Avenue.

Continued to Thursday, June 4, 1981 at 3:30 p.m.

Time up to receive remonstrance Tuesday, June 2, 1981 at 5:00 p.m.

2. Continued from May 14, 1981
HEARING ON CONFIRMATION:

Curb and Ornamental Street Lighting Resolution No. 5904-81 for the construction of curbs on both sides of the 2500 and 2600 blocks of Buena Vista from Dodge Avenue to Lawndale Orive and also installation of ornamental lighting within the same boundaries.

Per Richard Snouffer, Attorney:

Rescind all action due to receiving a new petition requesting lights on both sides of Buena Vista at property owner cost of $5.22 per foot of property.

3. Received Special Requirements for Contractors - CORNER CUT ANO WINGWALK CONSTRUCTION.

Approved.

A true copy is incorporated herein.

4. RESOLUTION NO. 70-191-4

Approved.

WHEREAS, Robert J. Gebhart, Ellen Gebhart, C.J. Broucek, Oorothy M. Broucek, Jesus Morales and Aurora Morales have petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public alley situated in Fort Wayne, Allen County, to-wit:

The portion of the alley which abuts the northern boundary of Lot 3 of Gebhart's Subdivision and Lots 24, 25, 26, 27, 2B,29 through the southern boundary of Lot 30 of Park's Addition, etc. (commonly known as 2107 Covington Road).

5. Received invoice of Robert L. Kelley in the amount of $935.00 for fees for the Abandoned Car Project for the Board of Public Works. Invoice for March, April and May, 1981.

Approved.

6. Pursuant to report from the City Utilities Auditing Oepartment listing unpaid Revenue Miscellaneous Accounts - write offs as listed: WATER: $3,195.05 and SEWER: $2,175.38 (total $5,370.43).

Approved.

7. Received invoice #8 of Reid, Quebe, Allison, Wilcox and Associates, Inc. in the amount of $18,552.15 approved by the Water Pollution Control Engineering Oepartment covering engineering services for COM8INED SEWER OVERFLOW STUOY - C-180775-01.

Approved and ordered paid by City Utilities from the Water Pollution.

Also ordered Escrow in the amount of $3,273.91 paid to Lincoln National Bank and Trust Company.

Payments are to be made from the Water Pollution Control Utility Fund.

8. Received Special Sewer Permit for Scheidleman Excavating, Inc. prepared by the Water Pollution Control Engineering Oepartment for the construction of sanitary sewer known as MARINER'S RIOGE, SECTION III, Lots 81 through 108 inclusive. 25% Maintenance Bond is to be furnished at time of Completion Affidavit is filed.

APPROVED ANO Special Sewer Permit issued.

8oard Order No. 28-81 issued.

9. Quotations were received by the Purchasing Agent for the proposed purchase of 2500 feet of ductile pipe for the Water Maintenance and Service Oepartment:

TREATY COMPANY	---	$ 10.45/ft.
AM. CAST IRON PIPE CO.	---	10.96/ft.
V. R. MYERS	---	10.47/ft.
WATER PRODUCTS CO.	---	11.00/ft.
U.S. PIPE & FOUNORY CO.	---	10.41/ft.
UNOERGROUNO PIPE	---	10.34/ft.
GRIFFIN PIPE CO.	---	10.44/ft.

Through the recommendation of the Purchasing Agent the bid of UNOERGROUND PIPE was accepted in the amount of $25,850.00 under Purchase Order No. A-008481.

Ordered sent to the Common Council on Tuesday, June 9, 1981 at 8:00 p.m.

10. Received petition for installation of street lighting on Oakdale Orive and South Wayne Avenue to 8roadway.

Approved.

Ordered Street Lighting Engineering Oepartment to investigate and report.

8oard Order No. 29-81.

11. Received petition for the installation of new curbing along the frontage of the property at 4633 Crestwood Orive. WAIVER RECEIVEO.

Approved.

Ordered the Street Engineering Oepartment to prepare plans, etc. for project.

8oard Order No. 30-1981 issued.

12. Received petition for installation of sidewalk at 1210 Nuttman.

Approved.

Ordered the Street Engineering Oepartment to investigate and report.

8oard Order No. 31-1981.

13. Received petition for the installation of street lighting on Oakdale Orive from Fairfield to Hoagland.

Approved.

Ordered the Street Engineering Department to investigate and report.

Board Order 32-81.

14. Received petition for the installation of new curbing and replacement of sidewalks where needed on Oakdale Drive from Fairfield to Hoagland.

Approved.

Ordered the Street Engineering Department to investigate ane report.

Board Order 33-1981 issued.

15. Received the following requests for permission to barricade as follows: Approved and permits issued.

1. Carl Clair, 1734 Crescent, for permission to barricade on May 14, 1981 for one week around the clock the south side of Nevada, in the park strip, approximately 20' west of garage driveway. PURPOSE: Place dumpster to remove debris.

2. Shambaugh & Son, 137 Chambeau Dr., for permission to barricade 909 Production R. - Industrial Park starting with Northbound section on May 14 thru May 18, 1981 around the clock. PURPOSE: Street cut.

3. Mizpah Shrine (Ralph H. Bentz) 407 W. Berry St., for permission to barricade corner of Wayne and Ewing and Berry and Ewing on May 16, 1981 from 1:00 p.m. to 2:00 p.m. PURPOSE: Assemble and disband for parade.

4. Mizpah Shrine, 407 E. Berry, for permission to hold a parade on May 16, 1981 starting 1:45 p.m. to 2:10 p.m. approx. 300 people, 30 horses and 135 vehicles. Route to be traveled: East on Wayne to Calhoun - north to Berry, West to Ewing, South to Wayne and disband. PURPOSE: Ceremonial Day.

5. Waynedale American Legion Post 241, 6620 Koester Dr., for permission to hold a parade on May 25, 1981 from 2:00 p.m. to 3:00 p.m.. Route to be traveled: Old Trail at McArthur Drive - north on Old Trail Road to Perry Grove Cemetery. PURPOSE: Memorial Day.

6. Waynedale American Legion Post #241, 6620 Koester Drive, for permission to barricade Old Trail from Chruch to Bluffton - McArthur from Old Trail to Ideal - Church from Old Trail to Bluffton on May 25, 1981. PURPOSE: Line up of procession for Memorial Day.

7. Allen County Council of Veterans Organizations, 2710 S. Calhoun, for permission to hold a parade on May 25, 1981 from 10:00 a.m. to 12:00 Noon. Route to be traveled: Start at State and Parnell and travel down Parnell to Coliseum Parking lot. PURPOSE: Memorial Day Parade.

8. Allen County Council of Veterans Organizations, 2710 S. Calhoun, for permission to barricade various places for Memorial Day Parade on May 25, 1981 from 6:30 a.m. to 10:00 a.m.

9. Street Engineering Dep., Dick Knappenberger, 7th floor - C-C Building, to barricade May 26, 1981 for four weeks around the clock Ardmore Avenue Railroad Crossing - 1200 feet south of Engle Road. PURPOSE: Railroad repair - N & W Railroad.

10. Winzeler Excavating, Inc., Center Street, Bryan, Ohio; to barricade on May 27, 1981 to June 3, 1981 east bound Rt. #24 between Taylor and Randall - one lane, around the clock. PURPOSE: Sewer installation work.

11. Shirley Dowdell, 1202 Summit, to barricade Harmer between Jefferson and Maumee on May 29, 1981 from 3:30 p.m. to 9:00 p.m. PURPOSE: Skating party.

16. Received additional petition for Buena Vista Drive from Dodge to Lawndale Drive for curbs and ornamental lighting.

Approved.

Ordered Street Engineering Department to investigate and report.

Board Order 35-1981.

Meeting adjourned at 4:45 p.m.

Betty P. Collins

Robert Anderson Otaler

BOARD OF PUBLIC WORKS

ATTEST:

Sandra Kennedy
Clerk

Wednesday, May 27, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, R. A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

M.L. Akers, B. R. Collins
Sandra Kennedy

1. Received purchase orders from the Auditor of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received driveway applications: — Approved and permits issued.
   5430 Coldwater Rd. ------R. W. Kain
   3719 Elmhurst Dr. -------Liechty & Assoc.
   404 W. State (2) -------Mike Toscos Const.
   B520 Bluffton ----------Land Excavating, Inc.

4. Received street cut applications: — Approved and permits issued.

1917 Alabama	--- C.U.
3313 Alpine (alley)	--- Langston Const.
4625 Arlington	--- C.U.
5601 Bowser	--- Langston Const.
2110 Brown	--- C.U.
2319 Chestnut	--- J & G Water
Covington Rd. 192' W. of Club Terrace and S. of 4142 Covington (2) bore street	---Citizens Cable
229 Cumberland	--- Langston Const.
220 Cumberland	--- "
2933 Euclid	--- C.U.
1402 Francis	--- Griffin Enter.
Gladstone Dr. / Montford	--- F.W. Cablevision
2727 Hanna (alley)	--- Langston Const.
5630 Inland	--- NIPSCO
W. Jefferson (alley) bet. Rockhill & College	--- "
915 Kinnaird	--- "
Kiwanis & Castel Dr.	-- "
4425 L. Huntington	--- C.U.
3020 McDonald	--- "
1910 W. Main	--- J & G Water
2534 New Haven	--- C.U.
2725 Oxford	--- Langston Const.
Parnell S/State	--- C.U.
4919 Plaza	--- C.U.
702 E. Pontiac	--- "
2404 Preston	--- NIPSCO
3615 Rogers	--- Langston Const.
2301 St. Marys	--- NIPSCO
3222 Smith	--- "
2111 Strathmore	--- C.U.
131 E. Taber (alley)	--- "
Westover Road (11)	--- "
122 W. Williams	--- C.U.

3013 Warsaw	---	NIPSCO
828 Oxford	---	"
100 blk. E. Jefferson	---	"
S. of Ontario E. of Paul	---	"
2137 Gay	---	"
424 Madison (alley)	---	"
Sherman & Third	---	"
5221 Covington Rd.	---	"
4625 Crestwood	---	"
3402 Taylor	---	"
1502 Vance	---	"

5. Received sidewalk applications:

2514 Broadway ---------- Tomei Const.
604 DeWald ---------- Tomei Const.
4649 Warsaw ---------- Tomei Const.

Approved and permits issued.

6. AWARO CONTRACT:

Received tabulation and recommendation prepared by the Street Engineering Department for Resolution No. 5903-81 for NORTHWEST CENTRAL, PHASE V.

Award contract to Hipskind Concrete at and for their bid in the amount of $55,780.00 subject to councilmanic approval.

Ordered the Street Engineering Department to prepare contract

7. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Water Engineering Oepartment for Water Resolution No. 1022-81 - Butz Subdivision.

Award contract to T & G Excavating at and for their bid in the amount of BASE: $61,147.75 and ALTERNATE: $6,529.90 subject to councilmanic approval.

Ordered the Water Engineering Oepartment to prepare contract.

8. Received invoice of Butler, Fairman and Seufert, Inc. in the amount of $1,383.75 approved by the Director of Transportation covering City's 30% share for EWING - FAIRFIELD - WELLS STREET BRIDGE project from April 1, 1981 to April 30, 1981.

Approved and ordered paid from LRS Account 402-138-338-03-4265.

9. Received invoice of Hipskind Concrete Corporation in the amount of $2,011.70 for work performed on Miscellaneous Invitational projects (Columbia, S.E. corner Woodward and Oodge, and N.W. corner Bolton and State.

Approved and ordered paid from Fund 402-128-129-4265.

10. Received invoice of Hipskind Asphalt Corp., in the amount of $1,905.00 covering work on emergency invitational bid for partial street replacement at 5030 Woodhurst Boulevard.

Approved and ordered paid from MVH Fund.

11. Received Street Lighting Resolution No. 155-81, final plans, estimate and specifications for ornamental street lighting the West Central Area, more specifically defined as Wayne Street from Van Buren to Thieme Drive, Berry Street from Van Buren to Thieme Drive and Rockhill Street from Jefferson to Main Street. (CITY PAID).

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Contractors on June 5 and June 12, 1981.

Receive bids on Wednesday, June 17, 1981 at 9 a.m.

Ordered the Street Lighting Engineering Department to prepare bid documents.

12. Received invoice of Weikel Line Co., Inc. in the amount of $8,165.21 approved by the Street Lighting Engineering Department for Street Light Resolution No. 147-80-001 on Crestwood, Phase I.

Approved and ordered paid from Revenue Sharing Account.

13. Received Special Sewer Permit for Fort Wayne Redevelopment Commission, City-County Building prepared and approved by the Water Pollution Control Engineering Department and Performance Bond of Moellering Construction Company, Inc. to construct combination sewer known as BLOCK II CIVIC CENTER COMBINATION SEWER REROUTE.

Approved and Special Sewer Permit issued.

Board Order No. 36-1981.

14. Received petition for the installation of sidewalk at 611 Kinnaird Avenue.

Approved.

Ordered the Street Engineering Department to investigate and report.

Board Order 37-1981 issued.

15. Received recommendation for a purchase order to Moellering Construction Company, In the amount of $2,553.50 for additional work on Drainage Problem Area - WELLS STREET BRIDGE.

Approved.

Ordered Purchase Order issued for additional work.

Payment to be made from the Wells Street Bridge Account - LRS 402-13B-33B-03-4265.

16. Received inspection report from the Water Engineering Department and Completion Affidavit of Butler and Butler Construction, Inc. with Guaranty Bond in the amount of $36,022.00 signed by Reliance Insurance Company for Water Main 1020-80 - OLLADALE, BETTY AVENUE.

Approved.

Ordered acceptance letter written.

17. Received invoice #1 of L. W. Dailey, Inc. in the amount of $13,278.69 approved by the Water Pollution Control Engineering Department for Sewer Resolution No. 311-80 Ranchwood (ST. JOE INTERCEPTOR).

Approved.

Ordered City Utilities to pay invoice.
Ordered amount of $1,375.40 paid to L. W. Dailey Escrow at Indiana Bank & Trust Company.
Payments are to be made from the Water Pollution Control Utility Fund.

18. Received invoice #4 of Bercot, Inc. in the amount of $119,024.51 approved by the Water Pollution Control Engineering Department for Sewer Resolution No. 314-80, Phase II - Waterswolde, Northwood Pk., etc. (ST. JOE INTERCEPTOR).

Approved.

Ordered City Utilities to pay invoice .
No Escrow payment is to be made.
Payment is to be made from the Water Pollution Control Utility Fund.

19. Received invoice #1 of Bercot, Inc. in the amount of $6,123.60 approved by the Water Pollution Control Engineering Department for Sewer Resolution No. 326-80 for Rehab of Sewer Sub. (SPY RUN INTERCEPTOR).

Approved.

Ordered City Utilities to pay invoice.
Ordered the amount of $680.40 paid to Bercot Escrow Account at Indiana Bank & Trust Company.

Payments are to be made from the Water Pollution Control Utility Fund.

20. Received the following requests for permission to barricade:

Approved and permit issued.

a. Silkworth Commercial Bldrs., 501 Wolfe Dr., May 22, 1981 for approx. one month around the clock - 4216 Coldwater Road. PURPOSE: Regulate ingress and egress.

b. Winzeler Excav., Inc. Center Street, Bryan, Ohio, May 28, 1981 for one week - 24 hours - S.R. #14 south lane east of Thomas Road. PURPOSE: Boring for Sanitary Sewer.

c. Max Hobbs, 1126 Illsley, May 24, 1981 3:30 p.m. to 9:00 p.m. Broadway to Beaver (1100 & 1200 Illsley) PURPOSE: Block party.

d. Rocco Ferrera, P.O. 5270, May 26, 1981 around the clock. Tennessee between Kentucky and Crescent.PURPOSE: Federal sewer project.

e. Rocco-Ferrera, P.O. 5270, Tuesday, May 26, 1981 to June 9, 1981 - 700 a.m. to 5:00 p.m. one lane of Tilden between Anthony and Oelta (south lane will be opened). PURPOSE: Orilling wells.

f. Moellering Const. Co., 3400 Engle Rd., May 27, 1981 and May 28, 1981 around the clock - Calhoun between Jefferson & Lewis - curb lane south bound traffic. PURPOSE: Sewer project.

g. Rocco - Ferrera, P.O. 5270, May 29, 1981 for approximately two months at all times - Road closure: Garfield between Tilden & Lake and Morton from Lake to Tilden. PURPOSE: Sewer project.

h. Rocco - Ferrera, P.O. 5270, May 29, 1981 from 8:00 a.m. to 3:00 p.m. closing intersection of Crescent and Tennessee. PURPOSE: Sewer project.

i. Rieth-Riley Const. Co., 1633 N. Co. Line Rd., Huntertown, Ind., June 1 thru July 15, 1981 at all times. Harmer from Eliza to north alley; Gay from Lewis to Eliza and Eliza from Harmer to Gay; Chute from Lewis to Eliza. PURPOSE: Sidewalk and curb construction.

j. Reith-Riley Const. Co., 1633 N. County Line Road, Huntertown, - June 1 to July 10, 1981 at all times. - Kensington Avenue between Lake and State Street. PURPOSE: Curb reconstruction.

k. Rieth-Riley Const. Co., June 1 to June 15, 1981 at all times - 2600 block of Prairie Grove Ave. PURPOSE: Street repair.

Meeting adjourned on 10:00 a.m.

ATTEST:

Sandra E. Kennedy
Clerk

Robert Anderson Stater

Betty R. Collins
BOARD OF PUBLIC WORKS

Friday, May 29, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, R. A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

R. A. STATEN, B. R. COLLINS
Sandra Kennedy

1. Received proposals: I & I Analysis for Imbalco

Proposals for providing professional engineering services to complete an infiltration inflow analysis and a report of the St. Joseph Township Sanitary Sewer System:

Proposals taken by Water Pollution Control Engineering Department for tabulation and report.

Award will be made in seven to ten days.

		*
ESEI 211 W. Washington St. Suite 2424 South Bend, Indiana 46601	$22,895.00	65 - 70 da.
ESCA 302 W. Elm St. Urbana, Illinois 61801	42,000.00	45 days
BONAR & ASSOCIATES Ft. Wayne, Indiana 46802	36,000.00	65 days
McNAMEE PORTER & SEELEY Ann Arbor, Michigan 48104	67,000.00	84 days

* Days to complete project after Notice to Proceed is received.

Meeting adjourned at 10:00 a.m.

ATTEST:

Sandra E. Kennedy
Clerk

Robert Anderson Staten

Billy R. Collins
BOARD OF PUBLIC WORKS

Wednesday, June 3, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, R. A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

M.L. Akers, R. A. Staten, B. R. Collins
Sandra Kennedy

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received sidewalk applications:

4216 Coldwater Rd. ----------Silkworth Comm.
2404 Hoagland ----------E. W. Stewart

Approved and permits issued.

4. Received driveway applications:

1414 Archer ---------- F. Steury
4802 Bowser ---------- J. Robnolte
1810 - 1814 Cherokee Rd. --- N. Kunberger Assoc.
3804 Oover Or. ---------- Roussel Concrete
2030 - 2024 Pauline -------- Geo. Helton
5630 Inland Trail ---------- Continental Homes
222 Irvington Or. ----------Clinton Engr.
6605 Monarch Or. ----------Morris Liechty
1612 Sherman Blvd.----------A & B Const.

Approved and permits issued.

5. RECEIVE BIOS:

Improvement Resolution No. 5905-81 for improving a section of retaining wall, handrail, sidewalks and curbs under the Penn-Central Railroad Elevation on the east side of Hanna Street between Hayden Street and Wallace Street:

GATEWAY CONST. CO.	---	$7,392.00
HIPSKINO ASPHALT CORP.	---	9,375.00
MOELLERING CONST. CO.	---	10,504.50
T & F CONST. CORP.	---	10,700.50

Referred to the Street Engineering Department for tabulation and report.

Award contract on Wednesday, June 10, 1981 at 9 a.m.

6. Received Agreement to Purchase real estate at 450 East Wallace Street from Floyd & Patricia Hood in the amount of $9,000.00.

   Property is legally described as Lot 204 Lewis Addition to the City of Fort Wayne, Indiana.

   Approved.

   Ordered sent to the Common Council on June 23, 1981 at 8:00 p.m.

7. Received invoice of McNamee, Porter and Seeley in the amount of $14,194.36 (invoice #70-10-210-01-33) approved by the Oirector of Water Resources for engineering services for General and Resident Engineering for Water Works Improvements in accordance with Contract between City and Engineers dated Oecember 7, 1970 and Amendment No. 1 dated March 30, 1977.

   Approved and ordered paid by City Utilities. Payment is to be made from the Water Utility Fund.

8. Received Change Order No. 14 of Hagerman / Shambaugh, joint bidders, in the amount of $7,704.00 approved by the Consulting Engineers, McNamee, Porter and Seeley for Contract #77-W-2 - WATER WORKS IMPROVEMENTS FILTRATION PLANT AOOITION.

   Approved. Ordered sent to the Common Council on Tuesday, June 23, 1981 at 8:00 p.m.

9. Received partial payment #19 of Shambaugh & Son, Inc. in the amount of $16,027.04 approved by McNamee, Porter and Seeley, Consulting Engineers, and Oirector of Water Resources for Contract 77-W-3 WATER WORKS IMPROVEMENTS ST. JOSEPH OAM ANO PUMP STATION.

   Approved and ordered City Utilities to pay invoice from Water Utility Fund.

10. Received invoice of Martin, Inc. in the amount of 2,150.00 approved by the Oirector of Transportation for demolition of building at 1001 Wells Street under Resolution No. 5858-79 - EWING-WELLS- FAIRFIELD BRIOGE PROJECT.

    Approved and ordered paid from LRS Account - #402-138-338-03-4265.

11. ABANOONEO ORIVEWAY APPROACH POLICY

    Prior to closing an abandoned driveway approach in conjunction with new construction of sidewalk, street or curb immediately adjacent to private property, the following steps should be followed:

    (1) The property owner should be contacted to determine his intentions as to the development of the property and his needs regarding the existing driveway approach.

    (2) If property is to be developed, inquire as to whether the City's new construction fits into the proposed development plans and, also, if existing driveway approach is to remain where it is or whether it will be relocated.

    (3) After all determinations have been made regarding the disposition of the abandoned driveway, the City's new construction will proceed accordingly by either closing the existing approach or leaving it at its present location.

    APPROVEO: Oirector of Transportation
    Chief Street Engineer

    Oated May 29, 1981
    Approved this June 3, 1981.
    A true copy is incorporated herein.

12. Received quotations from the Purchasing Agent for the proposed purchase of water meters for the Water Maintenance and Service Oepartment:

    NEPTUNE WATER METER CO.
    CARLON METER COMPANY
    KENT METER SALES, INC.
    BAOGER METER, INC.
    ROCKWELL CO.

    Purchase Order #4-09488 was issued to Badger Meter, Inc. in the amount of $196,855.40 subject to councilmanic approval.

    Ordered sent to the Common Council Tuesday, June 9, 1981 at 8:00 p.m.

12. Received quotations from the Purchasing Agent for the proposed purchase of one Low Center of Gravity Tractor with Snow Plow Attachment for the Filtration Plant:

ALLEN COUNTY TRACTOR & EQUIP. --- $9,284.44
WEISS MACHINERY --- 9,799.95
TRI-RIVER TRACTOR --- 9,843.00

Purchase Order A-007262 approved for ALLEN COUNTY TRACTOR & EQUIP. in the amount of $9,284.44.

Ordered sent to the Common Council on Tuesday, June 2, 1981 at 8:00 p.m.

13. Received quotations from the Purchasing Agent for the proposed purchase of soft coils spec. copper for the Water Maintenance & Service Oepartment:

TRI-STATE
V. R. MEYERS
WAYNE PIPE
CENTRAL SUPPLY

Purchase Order A-09489 approved for V. R. Meyers Pump & Supply in the amount of $22,370.00.

Ordered sent to the Common Council on Tuesday, June 9, 1981 at 8:00 p.m.

14. Received quotations from the Purchasing Agent for the Various Oepartments' requirements for UNIFORM RENTAL:

CHAS. TOOO, INC.
MEANS SERVICE CENTER
MIO-WEST TOWEL

Purchase order A-09487 approved for Todd Uniform Co. in the amount of $21,922.00.

Ordered sent to the Common Council on Tuesday, June 9, 1981 at 8:00 p.m.

15. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Earl Baker Trenching & Excavating, Inc. with Maintenance Bond in the amount of $2,550.00 signed by Fidelity and Oeposit Company of Maryland for Sanitary Sewer known as 3505 LOWER HUNTINGTON ROAO SANITARY SEWER.

Approved and ordered acceptance letter written.

16. Received a request from Northcrest Little League, 710 N. Camden for permission to hold a parade on May 9, 1981 from 9 a.m. to 9:45 a.m. Starting location : Wakefield & Riveria and terminating at Stoney Run & Camden.
PURPOSE: Opening Oay of Little League.

Approved and permit issued.

17. Received Rieth-Riley Const. Co., 1633 N. Co. Line Rd., for permission to barricade at all times sidewalk on Creighton between Hanna and Gay Street on May 15, 1981 to June 5, 1981.
PURPOSE: Sidewalk and curb construction.

Approved and permit issued.

18. Received request from Busch, Inc. (Bob Bodine) for permission to barricade from May 18 to end of July, 1981 around the clock St. Joe Blvd. from Forest Avenue to Tennessee.
PURPOSE: Sewer construction.

Approved and permit issued.

19. Received a request from Shambaugh & Sons, 137 Chambeau Orive, for permission to barricade the 500 and 600 block of Wildwood between Fairfield and S. Wayne on May 18 and May 19, 1981 around the clock. PURPOSE: Street cut.

Approved and permit issued.

20. Received a request from Rocco Ferrera, P.O. Box 5270, for permission to barricade Tennessee between St. Joe Blvd. and Crescent on Monday, June 1, L981 for approximately three weeks from 8:00 a.m. to 3:00 p.m.
PURPOSE: Federal Sewer Project.

Approved and permit issued.

21. Through the recommendation of the Oirector of Water Resources, Chief Water Pollution Control Engineer and the Water Pollution Control Project Engineer, Board deemed contract be awarded to E.S.E.I., Inc. for contract to complete the infiltration / inflow analysis and report for the St. Joseph Township Sewer System in the amount of $22,895.00 with 65 to 70 days to complete project.

Approved.

Ordered contract sent to the Common Council on Tuesday, June 23, 1981 at 8:00 p.m.

22. Received Special Sewer Permit for John A. and Joan E. Cramer prepared and approved by the Water Pollution Control Engineer for the construction of Sanitary Sewer known as Kinnerk Road Extension. 100% bond is to be furnished when Completion Affidavit is filed.

Approved.

Board Order No. 44-81 issued.

23. Received the following requests for permission to barricade as follows:

(a) Winzeler Excavating, Inc. - June 1 thru June 12, 1981 around the clock - intersection of Randall, Taylor and N. Washington Road area for SEWER INSTALLATION Res. 351-80.
(b) Rocco-Ferrera - June 2, 1981 8:30 a.m. to 1:30 p.m. - Oelta between Columbia and Lake - FEOERAL SEWER PROJECT.
(c) Karen Anderson, 130 E. Wayne - June 2, 1981 - 1:00 p.m. to 3:00 p.m. - north lane of 836 W. Berry Street - Unload steel beams from truck.
(d) Winzeler Excavating, Inc. - June 3, 1981 for f our weeks from 5:00 a.m. to 3:30 p.m. each day - north lane West bound Illinois Road area of Thomas Road and Sutton Drive. Sewer installation - Res. 348-80.
(e) Karen Anderson - June 4, 1981 from 8:00 a.m. to 5:00 p.m. - West Berry from Jackson west to Rockhill - Move house.
(f) County Commissioners - June 4, 1981 for three weeks around the clock - Court Street from Berry to Main - Put statue on Courthouse.
(g) Rev. Charles Ellenwood - June 7, 1981 - 9:30 a.m. to 11:30 a.m. - Vermont between Forest Park to Alabama - CHURCH SERVICE IN PARK.
(h) Rieth-Riley Const. Co. - June 8, 1981 to June 13, 1981 - 8:00 a.m. to 5:00 p.m. 2600 block Clinton Street between Oakdale and alley north of intersection - Sidewalk repair.
(i) Richard Phillips - June 13, 1981 from 1:00 p.m. to 9:00 p.m. - Mathias and Charter - BLOCK PARTY.
(j) Robert Pence, June 20, 1981 from 9:00 p.m. to 12:00 midnight - 900 block of Thieme Orive - Block party.
(k) Linda Simon - June 5, 1981 - 5:30 p.m. till 9:00 p.m. Pembroke and Indiana and Orury Lane - BLOCK PARTY.

All permits issued.

24. Received Revised General Rules and Regulations for the Water Utility. (Rules previously adopted on August 20, 1980).

Approved. A true copy is incorporated herein.

Meeting adjourned at 10:15 a.m.

ATTEST:

Sandra Kennedy
Clerk

Robert A. Anderson
Betty R. Collins
BOARD OF PUBLIC WORKS

Thursday, June 4, 1981

Department of Public Works
Office of the 8oard
Room 910, City-County 8uilding
Regular meeting held at 3:30 p.m.

M.L. AKERS, R. A. STATEN, 8. R. COLLINS
Sandra E. Kennedy, Clerk

M.L. Akers, R. A. Staten, 8. R. Collins
Sandra Kennedy

1. HEARING ON CONFIRMATION:

Improvement Resolution No. 5907-81 for improving curbs, sidewalks and drive approaches in Harrison Hill Addition.

Continued to Thursday, June 18, 1981 at 3:30 p.m.

Time up to receive remonstrances Monday, June 15, 1981 at 5:00 p.m.

2. Continued from May 21, 1981
HEARING ON CONFIRMATION:

Street Lighting Resolution No. 152-81 for installation of ornamental street lighting on Pemberton Orive from Niagara Drive to Lake Avenue.

CONFIRMED.

Advertise Notice to Contractors on June 19 and 26, 1981.

Receive bids on Wednesday, July 1, 1981 at 9 a.m.

Ordered the Street Lighting Engineering Department to prepare bid documents.

3. Received Agreement between NORFOLK ANO WESTERN RAILWAY COMPANY ANO WA8ASH RAILROAD COMPANY and the CITY OF FORT WAYNE, INOIANA, #NW-5111 which supersedes #NW-1993, whereby City will pay $16,780.00 to meet all current and past obligations due on the easements required for the Indiana Suburban Sewer.

Contract will become effective October 1, 1981.

Approved. A true copy is incorporated herein.

Ordered sent to the Common Council on Tuesday, June 23, 1981 at 8:00 p.m.

4. RESOLUTION NO. 70-203-4

WHEREAS, the Board of Public Works on May 20, 1974, received a petition to extend a sanitary sewer to a parcel of land described within Exhibit "A" and,

WHEREAS, the Board of Public Health has reported that a health hazard existed due to the inadequate treatment provided by the private septic systems within the Ardmore Avenue - Covington Road area, noted on Exhibit "A" and,

WHEREAS, the 8oard of Public Works of the City of Fort Wayne adopted Sewer Improvement Resolution No. 304-78, which provided for the construction of sanitary sewer and for the establishment of both area and local connection fees, and,

WHEREAS, the Common Council of the City of Fort Wayne passed Ordinance No. S-122-79 on July 24, 1979, approving the contract between the City of Fort Wayne and Ground Services, Inc., providing for construction of the sanitary sewer as described within Sewer Improvement Resolution No. 304-78, and

WHEREAS, the final cost of Sewer Improvement Resolution No. 304-78 is $205,110.62, composed of $151,746.79 construction; and, $80, 818.73 oversizing cost.

NOW, THEREFORE, be it hereby resolved by the Board of Public Works that:

1. That a local connection fee is established for each property shown on Exhibit "A", exclusinve of all previous agreements, based upon the maximum rate of $0.0847368 per square foot, plus tap permit fee of $35.00 as established by the 8oard of Public Works and approved by the Common Council of the City of Fort Wayne.

2. As Resolution No. 304-78 is a part of the JUNK OITCH STUOY AREA; the Board of Public Works of the City of Fort Wayne in an effort to recoup oversizing costs of $80,818.73 expended under Resoluton No. 304-78, shall incorporate same within Sewer Resolution 341-80, 342-80, 345-80, 347-80, 348-80, 349-80, 350-80, 351-80 and 352-80 of said Junk Oitch Study Area, at the time an area connection fee is established.

Approved and adopted this June 4, 1981

A true copy is incorporated herein.

5. Received Agreement for Area Connection Fee Payments between Zoltan Herman and the 8OARD OF PU8LIC WORKS of the City of Fort Wayne, Indiana as follows:

   a. A payment of $8,000 to be made to the City at the time of executing this Agreement.

   b. A payment of $8,000 to be made on January 1, 1982.

   c. A payment of $8,000 to be made on January 1, 1983, and

   d. A payment of $8,000 to be made on January 1, 1984.

APPROVED.

A true copy is incorporated herein.

6. Received recommendation from the Water Pollution Control Engineering Oepartment that Sewer Resolution No. 304-78 for AROMORE - COVINGTON SANITARY SEWER be accepted. Ground Services, Inc. was contractor and United States Fidelity & Guaranty was insuror.

Approved.

Ordered acceptance letter written.

7. Received Change Order No. 1 of Joe R. Norman Contractor, Inc. in the amount of $3,975.00 prepared and approved by the Water Pollution Control Engineering Oepartment for Sewer Resolution No. 310-80, Phase III St. Joe Study Area (C-180599-05).

Approved and ordered sent to the Common Council on Tuesday, June 23, 1981 at 8:00 p.m.

8. Received Change Order No. 1 of Rocco Ferrera & Co., Inc. in the amount of $32,948.56 prepared and approved by the Water Pollution Control Engineering Oepartment for Sewer Resolution No. 310-80, Phase IV St. Joe Study Area (C-180599-06).

Approved and ordered sent to the Common Council on Tuesday, June 23, 1981 at 8:00 p.m.

9. Received Change Order #1 of Weitzel Construction in the amount of $118,071.00 prepared and approved by the Water Pollution Control Engineering Department for Sewer Resolution No. 312-80 Concordia Gardens Sanitary Sewer. (C-180599-06).

Approved and ordered sent to the Common Council on Tuesday, June 23, 1981 at 8:00 p.m.

10. Received Change Order #1 of 8ercot, Inc. in the amount of decrease $2,463.00 prepared and approved by the Water Pollution Control Engineering Oepartment for Sewer Resolution No. 314-80, Phase II for WATERSWOLOE, NORTHWOOO, et al. (C-180599-06).

Approved and ordered sent to the Common Council on Tuesday, June 23, 1981 at 8:00 p.m.

11. Received Change Order #1 of John Oehner, Inc. in the amount of $203,980.27 prepared and approved by the Water Pollution Control Engineering Oepartment for Sewer Resolution 330-80, Phase II - North Maumee Interceptor (C-180599-08).

Approved and ordered sent to the Common Council on Tuesday, June 23, 1981 at 8:00 p.m.

12. Received the following requests for permission to barricade as follows:

(a) Fort Wayne Bläck Expo., Inc. (Linda Johnson) - June 6, 1981 8:00 a.m. to 11:00 p.m. - Pontiac Street from Hanna east to Oliver - BLACK EXPO OAY.
(b) Emmaus Lutheran Church - June 6, 1981 - parade starting at 10:00 a.m. to NOON - Route to be traveled: Oewald to Fox, Huestis, Thompson, Michigan and return to Church. PURPOSE: Preregistration - Bible School.
(c) NIPSCO, - June 8, 1981 around the clock thru June 18, 1981 - alley south of Jefferson between Rockhill and College. Emergency gas leak.
(d) Winzeler Excavating, Inc. - June 12 thru June 19, 1981 - 6:00 a.m. to 4:00 p.m. road closed - North Washington Road at Taylor and North Washington Road at Covington - Sewer installation Res. 351-80.
(e) Mason Drive ASsoc. June 14, 1981 - 12:00 Noon to 7:00 p.m. - Mason Orive - 8lock party.
(f) Oelbert 8arrett - June 15, 1981 for ten days - at all times - right-of-way between sidewalk and curb - Purpose: Place dumpster.
(g) Winzeler Excavating, Inc. - 6-16-81 thru 6-23-81 - intersection of Randall and Covington Road and Randall Road at North Washington and Taylor - Sewer installation.
(h) Joe 8ender - Woodland Park Association - June 20, 1981 - 10:00 a.m. to 5:00 p.m 2500 block S. Webster bet. W. Woodland and W. Suttenfield - Street sale.
(i) Rocco-Ferrera - June 29, 1981 for approx. two months - around the clock - Tilden from Oelta to Anthony - Federal sewer project.
(j) Gerald E. 8ryan - June 19 and 20, 1981 from 8:30 a.m. to 3:00 p.m. - 2101 South Calhoun also sidewalk in front of business (Eckart) - Hot tar roofing.
(k) 8etty Goff - June 19, 1981 - 8:00 a.m. to 6:00 p.m. - alley between Piqua and Clinton running north off of Wildwood - cut old gas main.
(l) NIPSCO - June 25 and 26, 1981 from 8:00 a.m. to 4:00 p.m. - alley between Piqua and Clinton running north off of Wildwood. Cut old gas main.

Meeting adjourned at 4:25 p.m.

ATTEST:

Sandra Kennedy
Clerk

Roberta Anderson Pate

Betty P. Collins
BOARO OF PU8LIC WORKS

Wednesday, June 10, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, R. A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

M.L. Akers, R. A. Staten
B. R. Collins
Sandra Kennedy

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. RECEIVE BIDS:

Curb and Sidewalk Resolution No. 5906-81 for construction of curb and sidewalk where necessary on Taber Street, both sides between Lafayette and Hanna, and Suttenfield Street, both sides between Lafayette and Hanna - known as LAREZ NEIGHBORHOOO, PHASE IV:

Referred to the Street Engineering Department for tabulation and report.

Award contract on Wednesday, June 17, 1981 at 9 a.m.

L. W. OAILEY, INC.	---	$ 107,676.70
JOHN OEHNER, INC.	---	152,944.30
GATEWAY CONST. CO.	---	76,833.55
HIPSKINO CONCRETE CORP.	---	82,588.90
MOELLERING CONST. CO.	---	82,546.59
RIETH-RILEY CONST. CO.	---	82,918.25
T & F CONST. CO.	---	85,350.00

4. RECEIVE BIOS:

Street Resolution No. 5908-80 for maintenance reconstruction of East Paulding Road pavement between Arlene Orive on the west and east to the end of concrete pavement:

Referred to the Street Engineering Department for tabulation and report.

Award contract on Wednesday, June 17, 1981 at 9 a.m.

BROOKS CONST.	---	$ 16,787.92
L. W. OAILEY	---	23,951.00
JOHN OEHNER, INC.	---	16,306.50
MOELLERING CONST. CO.	---	15,750.20
RIETH-RILEY CONST. CO.	---	18,685.00
T & F CONST. CO.	---	15,692.50

5. RECEIVE BIOS:

Curb and Sidewalk Resolution No. 5909-81 for improving curbwalk replacement as follows:

WEISSER PARK, JOHN, SMITH, WINTER, LEITH, BOLTZ areas as specified. Also sidewalk spot repair and curbface walk replacement on Weisser Park both sides from north of McKee to south of Pontiac. (OXFORO NEIGHBORHOOO, PHASE VI-A).

L. W. OAILEY, INC.	---$98,847.65
GATEWAY CONST. CO.	--- 84,948.05
HIPSKINO CONCRETE CORP.	--- 85,402.85
MOELLERING CONST. CO.	---111,848.65
RIETH-RILEY CONST. CO.	--- 97,003.00
T & F CONST. CORP.	--- 94,188.25

Referred to the Street Engineering Oepartment for tabulation and report.

Award contract on Wednesday, June 17, 1981 at 9:00 a.m.

6. Received tabulation and recommendation prepared by Street Engineering Oepartment for Improvement Resolution No. 5905-81 to improve a section of retaining wall, handrail, sidewalks and curbs under the Penn-Central Railroad Elevation on the east side of Hanna Street between Hayden Street and Wallace Street.

Award contract to Gateway Construction Co. at and for their bid in the amount of $5,142.00.

Ordered the Street Engineering Department to prepare contract.

7. Received private sidewalk applications:

Approved and permits issued.

2807 Abbott	----------	Langston Const.
5202 S. Anthony	---	Kunberger & Assoc.
5208 S. Anthony	---	Kunberger & Assoc.
3007 Barr	---	Langston Const.
2505 Carlton Ct.	---	Langston Const.
3020 Central Or.	---	Langston Const.
3012 Orexel	---	Langston Const.
815 Elnora	---	Tomei Concrete Const.
2917 Euclid	---	Langston Const.
2614 Evans	---	Langston Const.
2904 Gay	---	Langston Const.
2603 Mauldin	---	Langston Const.
2133 Ontario	---	Langston Const.
2511 Pittsburg	---	Langston Const.
2517 Pittsburg	---	Langston Const.
2305 Rehm Dr.	---	Langston Const.
1405 Sinclair	---	Langston Const.
3324 Turpie	---	Langston Const.
1029 Ventura	---	Langston Const.
1123 Wabash	---	Langston Const.
5320 Webster	---	Langston Const.
1902 Lynn	---	John Surbeck
1314 Lumbard	---	Langston Const.
2014 Kensington	---	Rieth-Riley
1922 Kensington	---	Rieth-Riley
1710 Kensington	---	Rieth-Riley
1617 Kensington	---	Rieth-Riley
3517 Holton	---	Langston Const.
5003 Hoagland	---	Langston Const.
1501 High	---	Langston Const.
2727 Hanna	---	Langston Const.
1129 Grant	---	Langston Const.

8. Received street cut applications:

Approved and permits issued.

2911 S. Anthony	--- C.U.
936 Baxter	--- "
800 W. Berry	--- Stier Elec.
836 W. Berry	--- J & G Water
836 W. Berry (alley)	--- NIPSCO
2930 Cambridge	--- C.U.
1931 E. Creighton	--- Griffen Enter.
1220 Francis	--- "
2718 Holton	--- "
4317 Holton	--- "
200 E. Jefferson	--- C.U.
2136 John	--- Griffen Enterp.
Kirkfield & Highwood	--- C.U.
3638 Lafayette	--- Griffen Enterp.
426 E. Leith	--- "
1227 Lillie	--- "
2401 Lillie	--- "
445 E. Masterson	--- "
1102 Maumee	--- C.U.
5304 Neighbor Dr.	--- NIPSCO
2133 Ontario	--- C.U.
213 W. Pontiac	--- Griffen Enter.
2308 E. Pontiac	--- C.U.
1036 Schick	--- Griffen Enterp.
1830 Sinclair	--- C.U.
4523 Trier Rd.	--- "
Trier Rd. & Elwood	--- "
800 Washington Ctr. Rd.	--- NIPSCO
815 E. Wayne	--- Griffen Entp.
1540 E. Wayne	--- "
2307 Weisser Pk.	--- "
2210 Weisser Pk.	--- C.U.
307 W. Brackenridge	--- NIPSCO
3408 Hoagland	--- "
700 E. Pontiac (alley)	--- "
2545 John	--- "
Taber & Warsaw	--- "
3411 Bowser (alley)	--- "
433 Bass	--- "
2930 Cambridge	--- "
536 E. Leith	--- "

9. Received Contract, Guaranty and Liability Bonds of T - G Excavating, Inc. in the amount of $67,673.35 prepared by the Water Engineering Department signed by Fidelity and Deposit Company of Maryland for Water Contract Resolution No. 1022-81 for the installation of 8" water main on Decatur Road, Sylvia Avenue, Gary Street and Seddlemeyer Avenue area.

Approved.

Ordered sent to the Common Council on Tuesday, June 23, 1981 at 8:00 p.m.

10. Quotation was received by the Purchasing Agent for the proposed purchase of two trucks for the Street Lighitng Department:

ALLEN COUNTY MOTORS were single bidder in the amount total of $12,399.68.

Through the recommendation of the Purchasing Agent the bid of Allen County Motors was accepted under Purchase Order No. A-00B640.

Ordered sent to the Common Council on Tuesday, June 23, 1981 at 8:00 p.m.

11. Received Agreement between Arthur N. and M. Gertrude Wyss and the City of Fort Wayne, Indiana, allowing for a time deferment of the $35.00 permit fees until such time as area is platted surrounding HOLY SCRIPTURE LUTHERAN CHURCH SANITARY SEWER - Dunkelberg & Kinnerk Roads.

Approved.

A true copy is incorporated herein.

12. Received Change Order No. 15 of Hagerman / Shambaugh, joint venture, in the amount of $1,715.00 approved by McNamee, Porter and Seeley, Consulting Engineers, for Water Contract No. 77-W-2 for WATERWORKS IMPROVEMENTS FILTRATION PLANT ADDITIONS.	Approved. Ordered sent to the Common Council on Tuesday, June 23, 1981 at 8:00 p.m.
13. Invitational bids were received by the Street Engineering Oepartment for various projects. CONTINENTAL CONSTRUCTION COMPANY submitted the low bid in the amount of $4,931.95.	Approved. Ordered purchase order issued for project.
14. Received invoice of Hipskind Concrete Corporation in the amount of $2,565.44 for miscellaneous projects : 801 McKinnie and Thieme Orive area.	Approved. Ordered invoice paid through Purchase Order 4-04531.
15. Received Contract, Guaranty and Liability Bonds of Rieth-Riley Const. Company, Inc. in the amount of $111,394.20 prepared by the Street Engineering Oepartment signed by United Pacific Insurance Company for Resolution No. 5902-81 for NEBRASKA NEIGHBORHOOO, PHASE VI.	Approved. Ordered sent to the Common Council on Tuesday, June 23, 1981 at 8:00 p.m.
16. Received inspection report from the Water Pollution Control Engineering Oepartment and Completion Affidavit of Landmark Homes, Inc. with Guaranty Bond in the amount of $21,427.00 signed by Indiana Insurance Company for Holy Scripture Evangelical Lutheran Church Sanitary Sewer.	Approved. Ordered acceptance letter written.
17. Received partial payment estimate #28 of Hagerman - Shambaugh, joint bidders, in the amount of $174,482.70 approved by McNamee Porter and Seeley and Oirector of Water Resources covering Water Contract 77-W-2 WATER WORKS IMPROVEMENTS FILTRATION PLANT AOOITIONS.	Approved and ordered City Utilities to pay the amount of $174,482.70 to Hagerman/Shambaugh. Also ordered the amount of $9183.30 paid to Hagerman/ Shambaugh Escrow Account at Fort Wayne National Bank. Payments are to be made from the Water Utility Fund.
18. Received invoice #19 of Moellering Construction Company, Inc. in the amount of $76,219.78 (30% - City's Share) approved by Butler Fairman and Seufert, Inc. for EWING - FAIRFIELD - WELLS STREET BRIDGE. Project period is from April 26, 1981 to June 3, 1981.	Approved and ordered paid from LRS Account #402-138-338-03-4265.
19. Received invoice of Bonar & Associates, Inc. in the amount of $15,822.00 approved by the Director of Transportation for engineering fees re: BLUFFTON ROAO PROJECT MF 080 from Engle Road to St. Mary's River.	Approved and ordered paid from LRS Account 402-138-338-17-4265.

20. Received invoice of Hipskind Concrete Corp. in the amount of $10,037.69 approved by the Street Engineering Department for Resolution No. 5894-81 - NORTHWEST CENTRAL PHASE IV - B.

Approved and ordered paid by Community Development and Planning.

21. Received Acceptance Agreement for Project No. C-180538-01 Water Quality Control - as recommended by HNTB (Steeg Div.) and accepted by Hagerman - Shambaugh, Joint Venture, on Division I:

I-A. Two 1500 HP Mtr. starters.
B. Two 4160 V Main Breakers and one 4160 V Tie Breaker.
C. One 4160 V Main Breaker & associates 112½ KVA Transformer & MCC.
D. Four Resistor Bank & associated Cam Switches and two cam switch cntrl. panels.

II. Two 1500 HP Storm Water Pumps & Motors by Allis Chalmers & G.E. Spec. Item 42, Sect. D11.

Approved.

Warranty and guarantee established as of February 20, 1981.

22. Received the following requests for permission to barricade as follows:

(a) Moellering Construction Co., - June 25, 1981 for four weeks - all day - Anthony Blvd. at the railroad tracks at Wayne Trace. Improve road at railroad crossing.

(b) Frank Kimmel - June 26, 29 and 30, 1981 from 7:00 a.m. to 4:00 p.m. NorthBend Drive from Glendale to Highway 24. Cleaning a ditch. Work to be performed by Hipskind Asphalt Corporation.

(c) Frank Kimmel - June 30 and July 1 - 3, 1981 - 8:00 a.m. to 4:00 p.m. - Goshen from Butler west to overpass - Cleaning ditch. Work performed by Hipskind Asp. Corp.

(d) Mrs. Bill Winans - June 28, 1981 - 12:00 Noon to 8:00 p.m. - Donna Drive at corner Donna and Interlaken. - Picnic and carnival.

(e) H. Thomas Clayton - June 28, 1981 - 1:00 p.m. to 6:30 p.m. - Main between Harrison and Ewing and Maiden Lane at Pearl and Berry. Allen County Demo. Party Revitalization.

(f) Henry Gaines - Gateway Const. - June 29 to July 29, 1981 around the clock - Norfolk & Western Railroad Elevation on Hanna between Wallace and Brackenridge - PURPOSE: Replacement of retaining wall on southeast side.

(g) Earth Construction Co. - June 29, 1981 for approximately two or three weeks - around the clock - Hobson between Coliseum and Varsity Lane - Federal Sewer Project.

23. Received AGREEMENT for Sanitary Sewer Extension between TECO, INC. and the CITY OF FORT WAYNE, INDIANA. Teco is owner of Lot D of Eastburn Outlots and is leasing from Board of Aviation tract described within Exhibit "A".
For and in consideration of the mutual covenants and agreements TECO agrees to pay the City $30,000: $10,000 after execution of document; $10,000 by Jan. 1, 1982 and $10,000 by January 1, 1983. For TECO's commitment City agrees to waive any future area connection fees for both Lot D and tract being leased as described in Exhibit "A".

Approved and ordered sent to the Common Council on Tuesday, August 11, 1981 at 8:00 p.m.
H.I.

Meeting adjourned at 10:30 a.m.

Betty R. Collins

Robert W. Anderson

BOARD OF PUBLIC WORKS

ATTEST:

Sandra E. Kennedy
Clerk

Wednesday, June 17, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

R. A. Staten, B. R. Collins
Sandra E. Kennedy

R.A. Staten, B. R. Collins
Sandra Kennedy

1. Received purchase orders from the Auditor of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received sidewalk applications:

Approved and permits issued.

1428 Broadway	E. Holiday
1801 Cherokee	E. Holiday
336 Darrow	C. Smith
222 Irvington	Clinton Engr.
3010 Lafayette	O. Lewis
1516 Kensington	Rieth-Riley
1719 Kensington	Rieth-Riley
2127 Kensington	Rieth-Riley
2219 Kensington	Rieth-Riley
518 Kinnaird	Art Tilbury
533 Kinnaird	R. Smith
541 Kinnaird	R. Smith
602 Kinnaird	Art Tilbury
6305 Neighbor	Rasler Const.

4. Received driveway applications:

Approved and permits issued.

5208 S. Anthony	Kunberger Assoc.
B36 W. Berry	Dailey Asphalt
3624 Maxim	Kirk Scheeler
6817 Old Trail Rd.	Lebrato Bros.
1221 Pelham	Graber & Graber
6305 Neighbor	Rasler Const.
715 Wallace	Troy Wilson Excav.
2522 White Oak	Graber & Graber

5. RECEIVE BIDS:

Ordered the Street Lighting to tabulate bids and report.

West Central Area - Street Lighting Resolution No. 155-81 - more spcifically defined as Wayne Street from Van Buren to Thieme Drive; Berry Street from Van Buren to Thieme DRive and Rockhill Street from Jefferson to Main Street:

Will award contract on Wednesday, June 24, 1981 at 9 a.m.

T & F CONSTRUCTION CORP.	---	$ 40,173.75
N.G. GILBERT	---	44,470.00
WEIKEL LINE CO.	---	40,281.48
BIGGS ELEC. CO.	---	49,606.40
DELP ELEC. CO.	---	45,088.47

6. AWARD CONTRACT:

Resolution No. 5908-81 to improve by maintenance reconstruction of E. Paulding Road pavement between Arlene Drive on the west and east to the end of concrete pavement.

Award contract to T & F Construction at and for their bid in the amount of $15,692.50.

Ordered the Street Engineering Department to prepare contract.

7. AWARD CONTRACT:

Resolution No. 5909-81 to improve by curbwalk replacement: Weisser Park, John Street, Smith St., Winter Street, Boltz Street; also sidewalk spot repair and curbface walk replacement on Weisser Park both sides from north of McKee to south of Pontiac.

Award contract to Gateway Construction Company at and for their bid in the amount of $84,948.05.

Ordered the Street Engineering Department to prepare contract.

8. AWARD CONTRACT:

Resolution No. 5906-81 to improve by constructing curb and sidewalk where necessary on Taber Street both sides between Lafayette and Hanna and Suttenfield Street both sides between Lafayette and Hanna.

AWARD contract to Gateway Construction Company at and for their bid in the amount of $76,833.75.

Ordered the Street Engineering Department to prepare contract.

9. Received Change Order #16 of Hagerman/Shambaugh, joint bidders, approved by McNamee, Porter and Seeley, Consulting Engineers, for extension of time to extend completion date from June 29, 1981 to September 25, 1981 at no change in the contract amount. CONTRACT 77-W-2 Waterworks Imp. Filt. Plant. Add.

Approved.

Ordered sent to the Common Council on Tuesday, July 14, 1981 at 8 p.m.

10. Received Change Order #17 of Hagerman/Shambaugh, joint bidders, approved by the McNamee, Porter and Seeley, Consulting Engineers, in the amount of $20,089.00 approved by the Director of Water Resources. CONTRACT 77-W-2 Waterworks Imp. Filt. Plant Add.

Approved.

Ordered sent to the Common Council on Tuesday, July 14, 1981 at 8 p.m.

11. Received Change Order #1 of Gateway Construction Company in the decreased amount of $2,286.40 approved by the Street Engineering Department covering Resolution No. 5877-80. New contract price is $18,105.85.
FOREST PARK BLVD. CURBS.

Approved.

12. Received petition for correction of drainage problem at Atwood Drive.

Approved.

Board Order No. 46-81 issued.

13. Received petition for water main extension on Ludwig Road from an existing water main on Ludwig Road at Sharon Drive westward to the Lima Road (S.R. #3).

Approved.

Board Order No. 47-81 issued.

14. Received invoice of Gateway Construction Company in the amount of $1,996.85 approved by the Street Engineering Department covering Resolution No. 5877-80 - Forest Park Blvd. - State to Dodge.

Approved and ordered paid from MVH Fund.

15. Received Curb and Ornamental Street Lighting Resolution No. 5911-81, final plans, specifications, estimate and property ownership list prepared by the Street Engineering Department for constructing curbs on both sides of the 2500 block and the 2600 block of Buena Vista from Dodge Avenue to Lawndale and also installing ornamental lighting within the same boundaries.

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Property Owners June 26 and July 3, 1981.

Hearing on Confirmation Thursday, July 16, 1981 at 3:30 p.m.

Mail notices on July 2, 1981.

16. Received Declaratory Resolution No. 1442-81, final plans and property ownership list prepared by the Director of Transportation for the condemnation of property to be used for the extension of Barr Street Mini Mall Downtown Beautification, Lot #126, Hanna's 1st Addition.

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Property Owners June 26 and July 3, 1981.

Hearing on Confirmation Thursday, July 16, 1981 at 3:30 p.m.

Mail notices on July 2, 1981.

17. Invitational bids were taken by the Street Engineering Department for the proposed closure of Sheffield Drive at U.S. #24 West:

HIPSKIND ASPHALT CORP. --- $6,940.00
John Dehner, Inc. --- 7,112.52
L. W. Dailey, Inc. --- 7,256.00

Approved.

Ordered Purchase Order be issued to Hipskind Asphalt Corporation in the amount of $6,940.00.

18. Received Contract, Guaranty and Liability Bonds of Hipskind Concrete Corporation in the amount of $55,780.00 prepared by the Street Engineering Department signed by Trinity Universal Insurance Company for Resolution No. 5903-81 - Northwest Central Neighborhood, Phase V.

Approved.

Ordered sent to the Common Council on Tuesday, July 14, 1981 at 8:00 p.m.

19. Received quotation from the Purchasing Agent for the proposed bid for Cablecasting of City Council meetings for the Board of Public Works.
All points concerning subject bids, it is recommendation that Custom Video be awarded contract.

Approved under Purchase Order No. 4-09470.

Ordered sent to the Common Council on ~~July 14~~, 1981 at 8:00 p.m. June 23,

20. Received invoice of Butler, Fairman & Seufert, Inc. in the amount of $1,476.00 (30% City's share) for engineering inspection services for May 1, 1981 to May 31, 1981 - EWING - FAIRFIELD - WELLS STREET BRIDGE.

Approved and ordered paid from LRS Account 402-138-338-03-4265.

21. Received invoice of Brooks Construction Co., in the amount of $495.00 approved by the Street Engineering Department for work completed per purchase order 4-04530 dated December 11, 1980 for alley approach restoration at 512 - 514 Kinsmoor.

Approved and ordered paid form MVH Fund.

22. Received invoice of Structural Concrete Services, Div. of Indiana Desco, Inc. in the amount of $2,820.00 approved by the Street Engineering Department. This represents retainage monies withheld pending restoration of the Parking Plaza Deck.

Approved and ordered paid from Account 402-345-345-4713.

23. Received invoice of P & K Construction Company in the amount of $400.50 approved by the Street Engineering Department for replacement of a section of sidewalk at Lake Avenue and Anthony Blvd.

Approved and ordered paid from Fund 402-128-129-01-4265.

24. Quotations were received by the Purchasing Agent for the proposed purchase of Standard Window and remittance envelopes for the Office Service Department:

BOISE CASCADE ENVELOPES
GREAT LAKES ENVELOPE CO.
BOWERS ENVELOPE CO.
WESTVACO - US ENVELOPE DIV.

Through the recommendation of the Purchasing Agent the bid of Westvaco - U.S. Envelope Div. was accepted as low bidder under Purchase Order A-008687 in the total amount of $11,607.00.

Ordered sent to the Common Council on Tuesday, July 14, 1981 at 8:00 p.m.

25. Received Agreement between E.S.E.I., Inc. and the City of Fort Wayne for preparation of AN INFILTRATION/INFLOW ANALYSIS AND REPORT OF ST. JOSEPH TOWNSHIP SANITARY SEWER SYSTEM.

Approved. A true copy is incorporated herein.
Ordered sent to the Common Council on Tuesday, July 14, 1981 at 8:00 p.m.

26. Received RELEASE OF EASEMENT whereby City releases Smith property - NORTH MAUMEE STUDY AREA RE: Resoltuion No. 339-80.

Re: Sewer Easement Resolution No. 201-80 from C. Curtis and Delois J. Smith (TEMPORARY AND PERMANENT).

Approved.

Copy on file in the Board of Works.

27. Received inspection report from the Water Engineering Department and Completion Affidavit of John F. Pelkington, Jr (Affordable Homes) with Guaranty Bond in the amount of $2,566 signed by Fidelity and Deposit Company of Maryland for Water Contract 8017 SENECA HILLS - SECTION V, PHase II.

Approved.

Ordered acceptance letter written.

28. Received inspection report from the Water Engineering Department and Completion Affidavit of NORTHEASTERN CONSTRUCTION COMPANY, INC. with Guaranty Bond in the amount of $2,438.38 signed by American States Insurance Company for Water Contract 8010 SUMMERFIELD ADDITION, SECTION II.

Approved.

Ordered acceptance letter written.

29. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Scheidleman Excavating, Inc. with Guaranty Bond in the amount of $9,234.00 signed by The American Druggists' Insurance Company for STORM SEWER Stone Pointe Village Apartment Project. PHASE II.

Approved.

Ordered acceptance letter written.

30. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Scheidleman Excavating, Inc. with Guranty 8ond in the amount of $3,234.00 signed by The American Druggists' Insurance Company for SANITARY SEWER - Stone Pointe Village Apartment Project, Phase II.

Approved.

Ordered acceptance letter written.

31. Received Agreement to Purchase Real Estate from the City of Fort Wayne by Lee C. Green property known as 1013 East Wayne Street for the amount of $135.00 - West 30' Lot 9 - Tompkins Addition.

Approved.

32. Received Addendum No. 3 to the Engineering Agreement of REID, QUE8E, ALLISON, WILCOX & ASSOCIATES, INC. and the City of Fort Wayne approved by the Chief Water Pollution Control Engineer. Addendum 3 is an increase of $47,461.00 because of a change of scope in the amount of work to be completed.

Approved.

Ordered sent to the Common Council on Tuesday, July 14, 1981 at 8:00 p.m.

33. Received Addendum No. 4 to the Engineering Agreement of REID, QUE8E, ALLISON, WILCOX & ASSOCIATES, INC. and the City of Fort Wayne approved by the Chief Water Pollution Control Engineer. Addendum 4 is an increase of $31,177.00 because of a change of scope in the amount of work to be completed.

Approved.

Ordered sent to the Common Council on Tuesday, July 14, 1981 at 8:00 p.m.

34. Received the following requests for permission to barricade as follows: Permits issued.

(a) Joe 8ishop, 1501 Hale Ave., June 24, 25 and 30, 1981 from 8:00 a.m. to 3:30 p.m. - Kentucky Avenue at the intersection of Tennessee. PURPOSE: Sewer project -Res. #310-80.
(b) 8ernard H. Beckstedt, National Assoc. of Letter Carriers, for permission to hold a parade on June 25, 1981 from 4:00 p.m. to 5:00 p.m. Route to be traveled: Sidewalk in front of the post office. PURPOSE: Informational picketing.
(c) Mrs. McArdle, 2912 Shawnee, June 30, 1981 from 6:00 p.m. to 11:00 p.m. - PURPOSE: Block party.
(d) Gene 8. Glick Const. Co. June 30, 1981 from 5:30 a.m. to 6:00 p.m. - Reed Road between Lake and State. PURPOSE: Construct passing lane on east side of Reed Road.
(e) Ray McGuire, 2101 Spy Run, June 30, 1981 to July 2, 1981 at all times - East two lanes of Calhoun - one-half block north and south of Lewis Street. PURPOSE: Repair manhole.

35. Received a request from St. Joseph Hospital (Marlene Condron) for permission to hold a parade on Saturday, June 20, 1981 from 9:00 a.m. to 11:00 a.m. Route to be traveled: Wayne to Nelson to Jefferson into Swinney Park. Return Garden to Washington to College, to Berry and Berry to parking lot. PURPOSE: "WALK TO WELLNESS". Permit issued.

36. Received a request from Bernice Cunningham, 401 N. Martha, Angola, Indiana, for permission to hold a parade on Tuesday, June 30, 1981, July 1 and 2, 1981 from 8:00 a.m. to 6:00 p.m. - Sidewalk in front of Teamster Union #414. PURPOSE: Picketing. Permit issued.

Meeting adjourned at 10:45 a.m.

Betty R. Colleen
Robert D. Anderson Peta
BOARD OF PUBLIC WORKS

ATTEST:

Sandra E. Kennedy
Clerk

Thursday, June 18, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

R. A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

R.A. Staten, B.R. Collins
Sandra Kennedy

1. Continued from June 4, 1981
HEARING ON CONFIRMATION:

Improvement Resolution No. 5907-81 for improving curbs, sidewalks and drive approaches in Harrison Hill Addition.

CONFIRMED.

Advertise Notice to Contractors June 26 and July 3, 1981.

Receive bids on Wednesday, July 8, 1981 at 9:00 a.m.

Ordered the Street Engineering Department to prepare bid documents.

2. Received Change Order #25 of Hagerman-Shambaugh, joint bidders, in the amount of $121,170.00 approved by Howard, Needles, Tammen & Bergendoff and the Director of Water Resources for DIVISION I - Water Quality Control Project - Water Pollution Control Plant Additions.

Approved and ordered sent to the Common Council on Tuesday, July 14, 1981 at 8:00 p.m.

3. Received Change Order #26 of Hagerman-Shambaugh, joint bidders, in the amount of $20,256.00 approved by Howard, Needles, Tammen & Bergendoff and the Director of Water Resources for DIVISION I - Water Quality Control Project - Water Pollution Control Plant Additions.

Approved and ordered sent to the Common Council on Tuesday, July 14, 1981 at 8:00 p.m.

4. Received Change Order #27 of Hagerman-Shambaugh, joint bidders in the amount of $169,919.00 approved by Howard, Needles, Tammen & Bergendoff and the Director of Water Resources for DIVISION I - Water Quality Control Project - Water Pollution Control Plant Additions.

Approved and ordered sent to the Common Council on Tuesday, July 14, 1981 at 8:00 p.m.

Meeting adjourned at 4:30 p.m.

ATTEST:

Sandra E Kennedy
Clerk

Betty P Collins
Robert D Anderson
BOARD OF PUBLIC WORKS

Wednesday, June 24, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

R. A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

R. A. Staten, B. R. Collins
Sandra Kennedy

1. Received purchase orders from the Auditor of City Utilities.	Approved.
2. Received payment vouchers from the Auditor of City Utilities.	Approved and ordered sent to the Department of Finance.
3. Received private sidewalk application: 3106 Santa Lisa Ct. ---------David A. Kearby	Approved and permit issued.
4. Received driveway applications: 2011 Beacon St. ---------- Delagrange Homes 2217 - 2221 Vance -------- Ronald Ryan	Approved and permits issued.
5. AWARD CONTRACT: Received tabulation and recommendation prepared by the Street Lighting Engineering Department for Street Lighting Improvement Resolution No. 155-81 - WEST CENTRAL AREA - more specifically defined as Wayne Street from Van Buren to Thieme Drive, Berry Street from Van Buren to Thieme Drive and Rockhill Street from Jefferson to Main Street.	Award contract to T & F Const. Corp. at and for their bid in the amount of $40,173.75. Ordered the Street Lighting Engineering Department to prepare contract.
6. Received Improvement Resolution No. 5912-81, final plans, specifications and estimate prepared by the Street Engineering Department for resurfacing and restoring pavement as designated on the following streets: OAK, HUGH, GAY, ELIZA AND HARMAR STREETS. (City Paid). Group #1	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Contractors July 3 and 10, 1981. Receive bids on Wednesday, July 15, 1981 at 9 a.m. Order bid documents.
7. Received Improvement Resolution No. 5913-81, final plans, specifications and estimate prepared by the Street Engineering Department for resurfacing and restoring pavement as designated on the following streets: CREIGHTON AVE., DEWALD ST., BOLTZ ST., COLERICK ST., WILDWOOD AVE. AND WARSAW STREET. (City Paid). Group #2	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Contractors July 3 and 10, 1981. Receive bids on Wednesday, July 15, 1981 at 9 a.m. Order bid documents.

8. Received Improvement Resolution No. 5914-81, final plans, specifications and estimate prepared by the Street Engineering Oepartment for resurfacing and restoring pavement as designated on the following streets: OLIVER, ST. MARTINS, SMITH ANO OLIVER STREETS. (City Paid) GROUP #3.

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Contractors July 3 and 10, 1981.

Receive bids on Wednesday, July 15, 1981 at 9 a.m.

Order bid documents.

9. Received Improvement Resolution No. 5915-81, final plans, specifications and estimate prepared by the Street Engineering Oepartment for resurfacing and restoring pavement as designated on the following streets: THIEME ORIVE, THIRO STREET ANO 8URGESS STREET. (City Paid) GOURP #4.

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Contractors July 3 and 10, 1981.

Receive bids on Wednesday, July 15, 1981 at 9 a.m.

Order bid documents.

10. Received the following partial payments approved by the Water Pollution Control Engineering Department for Sewer Projects: ST. JOE STUOY AREA:

a.	Estimate #2 of ROCCO FERRERA & CO., INC. for Sewer Res. 310-80, Phase I	$ 56,170.36	$ 6,241.15	Lincoln Nat'l.
b.	Estimate #2 of 8USCH, INC. FOR Sewer Res. No. 310-80, Phase II.	92,144.65	10,238.30	Lincoln Nat'l.
c.	Estimate #5 of JOE R. NORMAN for Sewer Res. No. 310-80, Phase III.	242,941.06	18,781.01	Am. Flet. Nat'l.
d.	Estimate #5 of ROCCO FERRERA & CO., INC. for Sewer Res. 310-80, Phase IV.	372,794.29	--------	
e.	Estimate #5 WEITZEL CONST., CO., INC. for Sewer Res. No. 312-80	59,290.28	6,587.82	Lincoln Nat'l.
f.	Estimate #5 EARTH CONST. & ENGR., INC. for Sewer Res. No. 313-80	72,810.00	-------	
g.	Estimate #4 of EARTH CONST. & ENGR. INC. for Sewer Res. No. 314-80.	87,572.83	9,730.32	Lincoln Nat'l.
h.	Estimate #4 of EARTH CONSTRUCTION & ENGR., INC for Sewer Res. No. 315-80	45,067.20	--------	
i.	Estimate #1 of EARTH CONSTRUCTION & Engr. Inc. for Sewer Res. No. 316-80	42,658.38	4,739.82	Lincoln Nat'l.
j.	Estimate #1 of JOHN HARTMAN CONST., INC. for Sewer Res. No. 317-80	36,486.81	4,054.09	A.C. Bank & Trust
k.	Estimate #1 of EARTH CONST. & ENGR., INC. for Sewer Res. 318-80	20,160.00	2,240.00	Lincoln Nat'l.

APPROVEO ANO OROEREO CITY UTILITIES TO PAY INVOICES ANO ESCROW PAYMENTS FROM THE WATER POLLUTION CONTROL UTILITY FUNO.

11. Received the following partial payments approved by the Water Pollution Control Engineering Oepartment for Sewer Projects: SPY RUN STUDY AREA:

	INVOICE	ESCROW	BANK
a. Estimate #5 of WAYNESFIELO CONST., INC. for Sewer Res. Sewer Res. 323-80	$ 37,284.09	--------	
b. Estimate #4 of NORTHEASTERN CONST. for Sewer Res. No. 327-80	38,151.05	4,459.63	Three Rivers Title
c. Estimate #4 of GROUNO SERVICES, INC. for Sewer Res. No. 328-80	45,593.04	5,065.9D	Peoples Trust Co.
d. Estimate #2 of SCHEIDIELMAN, INC. for Sewer Res. No. 329-80	7,671.32	852.37	Lincoln Nat'l.

APPROVED ANO ORDERED CITY UTILITIES TO PAY INVOICES AND ESCROW PAYMENTS FROM THE WATER POLLUTION CONTROL UTILITY FUND.

12. Received the following partial payments approved by the Water Pollution Control Engineering Oepartment for Sewer Projects: NORTH MAUMEE STUDY AREA:

	INVOICE	ESCROW	BANK
a. Estimate #2 of ROCCO FERRERA & COMPANY, INC. for Sewer Res. No. 330-80, Phase I	$ 76,977.78	8,553.08	Lincoln Nat'l.
b. Estimate #3 of JOHN OEHNER, INC. for Sewer Res. No. 330-80, Phase II	33,091.08	3,676.79	Anthony Wayne B.
c. Estimate #3 of 8USCH, INC. for Sewer Res. No. 331-80	31,837.20	-------	
d. Estimate #2 of 8USCH, INC. for Sewer Res. No. 332-80	281,630.85	29,054.80	Lincoln Nat'l.
e. Estimate #3 of JOHN OEHNER, INC. for Sewer Res. 336-80	31,679.78	3,519.97	Anthony Wayne 8.
f. Estimate #2 of JOHN DEHNER, INC. for Sewer Res. 337-80	23,142.60	2,571.40	Anthony Wayne B.
g. Estimate #3 of JOHN HARTMAN CONST. COMPANY for Sewer Res. 338-80	51,022.88	5,669.2D	A. C. Bank
h. Estimate #3 of MOELLERING CONSTRUCTION COMPANY, INC. for Sewer Res. No. 339-80	5,810.88	------	

APPROVEO AND ORDERED CITY UTILITIES TO PAY INVOICES ANO ESCROW PAYMENTS FROM THE WATER POLLUTION CONTROL UTILITY FUNO.

13. Received the following partial payments approved by the Water Pollution Control Engineering Oepartment for Sewer Projects: JUNK OITCH STUOY AREA:

	INVOICE:	ESCROW	BANK
a. Received Estimate #2 of RICHARD NESS EXCAVATING, INC. for Sewer Res. No. 345-80	$ 6D,924.42	$ 6,769.38	Lincoln Nat'l.
b. Estimate #1 of RICHARO NESS EX., INC. FOR Sewer Res. No. 347-80	15,398.32	1,710.93	Lincoln Nat'l.
c. Estimate #1 of WINZELER EXCAV., INC. FOR Sewer Res. 348-80	13,3D3.33	1,478.15	Linc. Nat'l.
d. Estimate #1 of T - G EXCAVATING, INC. for Sewer Res. 349-80	27,680.62	3,D75.63	Anthony Wayne
e. Estimate #1 of RICHARO NESS EXCAV., INC. for Sewer Res. No. 35D-80	5,943.60	660.40	Lincoln Nat'l.

APPROVED AND ORDERED CITY UTILITIES TO PAY INVOICES AND ESCROW PAYMENTS FROM THE WATER PDLLUTION CONTROL UTILITY FUNO.

14. Received invoice of Moellering Construction Company, Inc. in the amount of $2,553.50 approved by the Street Engineering Oepartment for additional work needed on drainage problem at Wells-Fairfield-Ewing 8ridge site.

Approved and ordered paid from LRS Account 402-138-138-02-4265.

15. Received invoice #78-08-310-01-33 of Howard Needles Tammen & 8ergendoff in the amount of $20,199.67 approved by the Oirector of Water Resources for professional engineering services performed in connection with Agreement for Engineering Services for Additions and improvements to the Wastewater Facilities dated November 5, 1980; Article 1A - Construction Engineering in accordance with Article 3.

Approved and ordered paid by City Utilities from the Water Pollution Control Utility Fund.

16. Pursuant to report from City Utilities Auditing Department listing unpaid Revenue Miscellaneous Accounts - write-offs as listed submitted: WATER: $3,281.88 and SEWER:$1,976.30 (total: $5,258.18).

Approved.

17. Received invoice of Rieth-Riley Const. Co., Inc. in the amount of $41,158.62 approved by Oirector of Transportation covering work on Resolution No. 5896-81 - CREIGHTON AVENUE.

Approved and ordered paid by Community Development and Planning.

18. Received recommendation from the Chief Water Pollution Control Engineer that extension for completion from June 6, 1981 to July 31, 1981 be granted to 8ercot, Inc. for Sewer Resolution No. 309-79 - HAR8ER OITCH INTERCEPTOR.

Approved.

19. RESOLUTION NO. 70-220-19

Approved.

WHEREAS, Jesse H. Geller and Oorothy L. Geller; John W. Truemper, Jr.; Leo H. Kreischer and Helen A. Kreischer: Lydia H. Oouglas; and Robert L. Swan, Jr. and Cynthia L. Swan have petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public street situated in Fort Wayne, Allen County, to wit:

DOOGE AVENUE 8ETWEEN INWOOO AND U.S. #30.

20. Emergency repair of pavement blow-up at 1900 8lock of St. Joe Center Road approved by the Street Engineering Oepartment.

Approved. Ordered purchase order written in the amount of $3,900.08 to Moellering Construction Company.

21. Received contract, guaranty and liability bonds of Gateway Construction Company in the amount of $5,142.00 signed by State Auto Mutual Insurance Company for Resolution No. 5905-81 for construction of a section of retaining wall, handrail, sidewalks and curbs under the Penn-Central Railroad Elevation on the east side of Hanna Street between Hayden Street and Wallace Street.

Approved. Ordered sent to the Common Council on Tuesday, July 14, 1981 at 8:00 p.m.

22. Right-of-way Acquisition for Hobson Road - Proj. No. M-F072 (1) obtained by Land Acquisition Agent in the amount of $21,000 from STATE OF INOIANA.

Approved and ordered paid from Account 402-138-338-02-4265.

23. Received request from Street Engineering Department for issuance of a Board Order for Sidewalks and Curbs for Violet Court (Fairfield to Hoagland).

Approved.

Board Order 53-81 issued.

24. Received Special Sewer Permit for R. W. Kain, Inc. prepared and approved by the Water Pollution Control Engineer for the construction of sanitary sewer known as Helms Express sanitary sewer. 25% maintenance bond will be required when completion affidavit is filed.

Approved and permit issued.

Board Order 54-81 issued.

25. RESOLUTION NO. 70-220-25

BE IT RESOLVED, by the Board of Public Works of the CITY OF FORT WAYNE, INDIANA, that either/or member of the Board is hereby designated to be the authorized signatory in behalf of the City of Fort Wayne on any instruments or documents pertaining to USEPA Grants for Sewage works. The aforesaid signatory is further authorized to execute any subsequent documents pertaining to said USEPA Grants for the City of Fort Wayne.

Approved this 24th day of June, 1981.

A true copy is incorporated herein.

26. Received Change Order #1 of Rieth-Riley Const. Company, Inc. in the amount of $2,450.00 approved by the Street Engineering Department covering Resolution No. 5896-81 - CREIGHTON AVENUE CAPITAL IMPROVEMENT.

Approved.

Ordered sent to the Common Council on Tuesday, July 14, 1981 at 8:00 p.m.

27. ADVERTISEMENT FOR BIDS - Notice to Bidders

Notice is hereby given by the Board of Public Works of the City of Fort Wayne, Indiana, that sealed bids will be received by the Board at its office in the City-County Building on the 6th day of August, 1981, at 10:00 a.m. for the collection, removal and disposal of solid waste, including garbage, rubbish and household rubbish, from each residence, apartment complex and mobile home court, etc. Contractors are invited to submit their bids on various propositions with respect to terms and period of contract beginning January 1, 1982, as per specifications on file in the office of the Board of Public Works, which are by reference incorporated herein.

Bidders may obtain a copy of said specifications prior to submitting their bids.

The Board reserves the right to accept any proposal, or to reject any or all proposals.

Approved this date.
A true copy is incorporated herein.
Publish: July 3, and July 10, 1981 and July 17, 1981

Meeting adjourned at 10:15 a.m.

ATTEST:

Sandra Kennedy
Clerk

Robert W. Anderson, President

Betty R. Collins
BOARD OF PUBLIC WORKS

Thursday, July 2, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

R. A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

R.A. Staten, B. R. Collins
Sandra Kennedy

1. Received purchase orders from the Auditor of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received driveway applications:

Approved and permits issued.

7402 Bridgewater Dr. ----------A. D. Delagrange
2910 Lake Ave. ----------Lebrato Bros.
5715 Larchwood Run ----------Frontier Homes
2721 Inwood Dr. ----------James Glaser
1003 Tulip Tree Rd. ---------- Wayne Johnson
3626 Wells ---------- Deer-Mer Cont.

4. Received private sidewalk applications:

Approved and permits issued.

Berry & Clinton ----------Robt. Houser
3802 Bowser ----------Robt. Houser
1302 Clayton ----------Ned Keener
1310 Clayton ----------Ned Keener
200 blk. Dalgren ----------Emil P. Holliday
2125 Drexel ----------TSC Carpentry & Roofing
1644 Rumsey ----------Emil P. Holliday
927 W. Wildwood ----------Emil P. Holliday
Rudisill & Clinton ----------Robt. Houser
446 E. Suttenfield----------Robt. Houser
1830 Third ----------Robt. Houser
2512 West Dr. ----------D.B. Newport
2520 West Drive. ----------D.B. Newport

5. Received invoice #1 of Bercot, Inc. in the amount of $18,586.32 approved by the Chief Water Pollution Control Engineer covering work on Sewer Resolution No. 324-80 SPY RUN STUDY AREA SEWER.

Approved and ordered City Utilities to pay invoice in the amount of $18,586.32.

Also ordered the amount of $2,065.15 paid to Bercot, Inc. Escrow Account at Indiana Bank & Trust Company.

Payments are to be made from the Water Pollution Control Utility Fund.

6. Received invoice #2 of Bercot, Inc. in the amount of $32,250.37 approved by the Chief Water Pollution Control Engineer covering work on Sewer Resolution No. 326-80 - Rehab. of Sewer Sub. - SPY RUN STUDY AREA.	Approved and ordered City Utilities to pay invoice in the amount of $32,250.37. Also ordered the amount of $3,583.37 paid to Bercot, Inc. Escrow Account at Indiana Bank & Trust Company. Payments are to be made from the Water Pollution Control Utility Fund.
7. Received invoice #5 of Bercot, Inc. in the amount of $122,385.35 approved by the Chief Water Pollution Control Engineer covering work on Sewer Resolution No. 314-80, Phase II - Waterswolde, Northwood Pk., etc. ST JOE INTERCEPTOR.	Approved and ordered City Utilities to pay invoice in the amount of $122,385.35. NO ESCROW PAYMENT. Payment is to be made from the Water Pollution Control Utility Fund.
8. Received invoice #2 of L. W. Dailey, Inc. in the amount of $54,556.34 approved by the Chief Water Pollution Control Engineer covering work on Sewer Resolution No. 311-80 Ranchwood (ST. JOE INTERCEPTOR).	Approved and ordered City Utilities to pay invoice in the amount of $54,556.34. Also ordered the amount of $6,061.81 pay to L. W. Dailey Escrow Account at Indiana Bank & Trust Company. Payments are to be made from the Water Pollution Control Utility Fund.
9. Received a petition for the installation of new concrete pavement on Ellen Avenue from Tyler Avenue to its western terminus.	Approved. Ordered Street Engineering Department to investigate and report. B.O. 56-81.
10. Received invoice of McNamee, Porter and Seeley, Consulting Engineers, in the amount of $10,442.08 approved by the Director of Water Resources for General and resident engineering for Water Works Improvements in accordance with contract between the City and the Engineers dated December 7, 1970 and Amendment No. 1 dated March 30, 1977. Invoice is #70-10-210-01-34.	Approved. Ordered City Utilities to pay invoice from the Water Utility Fund.
11. Received invoice of Snouffer, Haller and Colvin, Attorneys-at-law, in the amount of $32.00 approved by the Street Engineering Department for filing fee (EWING - FAIRFIELD - WELLS STREET BRIDGE).	Approved and ordered paid out of LRS Account 402-138-338-03-4265.
12. Received request from Director of Water Resources that Jack, Tomanek, 1206 Voetter Drive, be reimbursed the amount of $305.00 for his expenses due to damage to sewer by water main construction contractor. MR. TOMANEK RESIDES THIS DATE AT 6723 Baytree Drive.	Approved and ordered paid by City Utilities from Water Utility Fund.
13. Received invoice #1 of Rieth-Riley Const. Company in the amount of $7,290.00 approved by Street Engineering Department covering work on Resolution No. 590I-81 - Pavement repair in 2600 block of Prairie Grove Avenue.	Approved and ordered paid from MVH Fund.
14. Received Assessment Roll of Benefits and Damages prepared by the Water Pollution Control Engineering Department for Sewer Easement Resolution No. 211-81 (SEWER RES. 342-80) for COVINGTON ROAD - COURNTRY CLUB AREA - Junk Ditch.	Approved. Notices to be served July 10, 1981. Hearing on Confirmation of Assessment Roll Thursday, July 23, 1981 at 3:30 p.m.

15.	Received invoice of Ben Schmucker Construction Company for Miscellaneous repair of sidewalk at 2509 Winch Street approved by the Street Engineering Department. Amount of invoice is $166.67.	Approved and ordered paid under purchase order A-003770.
16.	Received invoice #1 of Weikel Line Company, Inc. in the amount of $13,597.80 approved by the Street Lighting Engineering Department covering work on Street Lighting Resolution No. 147-80 CRESTWOOD COLONY ADDITION.	Approved and ordered the Controller to pay invoice from the Barrett Law Revolving Fund.
17.	Received invoice #1 of Biggs Electrical Construction, Inc. in the amount of $15,385.73 approved by the Street Lighting Engineering Department covering work on Street Lighting Resolution No. 148-80 - SHAWNEE DRIVE - WEBSTER STREET.	Approved and ordered the Controller to pay invoice from the Barrett Law Revolving Fund.
18.	Received invoice #1 of Weikel Line Company, Inc. in the amount of $15,203.86 approved by the Street Lighting Engineering Department covering work on Street Lighting Resolution No. 149-80 - VILLAGE WOODS AREA.	Approved and ordered the Controller to pay invoice from the Barrett Law Revolving Fund.
19.	Received inspection report from the Water Pollution Control Engineering Department and completion affidavit of Leininger Excavating, Inc. with Guaranty Bond in the amount of $5,000 signed by Indiana Insurance Company for Ethel Avenue Sanitary Sewer.	Approved. Ordered acceptance letter written.
20.	Recommendation was submitted by Water Pollution Control Engineering Department that property owner Roland V. Ward of 4415 Trier Road be granted permission to tap into Resolution No. 311-80 instead of Resolution No. 307-79 RANCHWOOD Sewer. Property owner would have shorter tap in if permission is granted.	Approved.
21.	Received a request from Monarch Park Community Association that City remove railings along the ditch. (RESOLUTION NO. 303-78).	Approved. Board Order 57-81 issued.
22.	Received Encroachment Easement for 131 West Columbia - THE COTTAGE WORKSHOP - for sign description - 3' x 5' hanging sign. Landowner: Joan C. white.	Approved. A copy is on file in the Board of Public Works

Meeting adjourned at 10:15 a.m.

Albert W. Anderson, State

Betty R. Collins

BOARD OF PUBLIC WORKS

ATTEST:

Sandra Kennedy

Clerk

Wednesday, July 8, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

R.A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

OWING TO THE FACT THAT NO QUORUM WAS IN ATTENDANCE NO MEETING WAS HELD.

1. Received purchase orders from the Auditor of City Utilities.

2. Received payment vouchers from the Auditor of City Utilities.

3. RECEIVE-BIDS:

Improvement Resolution No. 5907-81 for the construction of curbs, sidewalks and drive approaches in Harrison Hill Addition consisting of areas on the following streets: HARRISON, HOAGLAND, WEBSTER, FOSTER PARKWAY, BRANNING, LEXINGTON, NORTH SEMINOLE CIRCLE, SOUTH SEMINOLE CIRCLE, RADIAL LANE, NORTH CORNELL CIRCLE, SOUTH CORNELL CIRCLE, PASADENA AND MAXINE.

BIDS WERE TIME STAMPED.

BIDS WERE UNOPENED.

Thursday, July 9, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 2:00 p.m.

R. A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

R.A. STATEN, B. R. COLLINS
Sandra Kennedy

1. Received purchase orders from the Auditor of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. RECEIVE BIDS:

Improvement Resolution No. 5907-81 for the construction of curbs, sidewalks and drive approaches in Harrison Hill Addition consisting of areas on the following streets: HARRISON, HOAGLAND, WEBSTER, FOSTER PARKWAY, BRANNING, LEXINGTON, NORTH SEMINOLE CIRCLE, SOUTH SEMINOLE CIRCLE, RADIAL LANE, NORTH CORNELL CIRCLE, SOUTH CORNELL CIRCLE, PASADENA AND MAXINE.

Referred to the Street Engineering Department for tabulation and report.

Award contract on Wednesday, July 15, 1981 at 9:00 a.m.

L. W. DAILEY, INC.	---	$481,433.69
RIETH-RILEY CONST. CORP.	---	469,566.98
T & F CONSTRUCTION CORP.	---	418,817.90

4. Received request from Jan Martin SERV - Seeking Equal Rights for Victims - Box 9767, Ft. Wayne, Indiana, 46899, for permission to hold a parade on Friday, July 10, 1981 from 9:00 a.m. to 12:00 Noon to march around Court House to picket for equal rights of victims of crime.

Approved and permit issued.

5. Request was received from Three Rivers Festival, % Bill Hausman, 2211 S. Calhoun, for permission to hold a parade on Saturday, July 11, 1981 from 9 a.m. to 12:00 Noon - Route to be traveled: Starting location: Wayne and Thieme Drive and terminating point: Calhoun and Superior Streets. PURPOSE: Opening day of Festival.

Approved and permit issued.

6. Received a request from Fort Wayne Parks and Recreation Oepartment and McOonald Restaurants, 705 E. State, for permission to hold a parade on Saturday, July 18, 1981 from 9:00 a.m. to 1:00 p.m. Route to be traveled: Eqing and Wayne and terminating at Superior and Calhoun. PURPOSE Three Rivers Festival.

Approved and permit issued.

7. A request was received from Kathy Johnson, Indian Village Association, 4108 Hiawatha Blvd., to hold a parade on Saturday, July 4, 1981 from 11:30 a.m. to 12:15 p.m. Route to be traveled: Indian Village Blvd. and Nokomis and terminating at Indian Village School. PURPOSE: Celebrate the 4th of July.

Approved and permit issued.

8. Received the following requests for barricades for following: ALL PERMITS ISSUEO.

(a) Jackson Wrecking Co., R. R. #4, Rochester, Inc., to barricade 524 S. Calhoun - 24 hours starting on July 2, 1981 to demolish building.

(b) Trio Industries, Inc. 33 Platt Rd., Shelton, Conn. for closing one lane on 100 E. Washington on July 2, 1981 for ten days starting at 9 a.m. to 3:00 p.m. for bridge construction.

(c) Ft. Wayne Storage Company, 806 Hayden, to barricade 1200 block So. Harrison on July 6, 1981 from 8:00 a.m. to 6:00 p.m. for removing furniture from building using a crane.

(d) NIPSCO, 1501 Hale, for permission to barricade Tecumseh at Tennessee July 6 thru July 9, 1981 8:00 a.m. until 4:30 p.m. - Relocating facilities with Sewer project.

(e) Perfection Biscuit Co., 350 Pearl St., to July 11 thru July 19, 1981 - 8:00 a.m. to 12:00 midnight on Ewing Street from Pearl St. to the business entrance. Purpose: Keep pedestrians safe while trucks are running to and from business district during the Three River Festival.

(f) Three Rivers Festival (Bill Hausman), 2211 S. Calhoun, to barricade Barr Street - Main to Berry July 9 thru July 19, 1981 at all times.
PURPOSE: Three Rivers Festival Concessions Stands.

(g) NIPSCO to barricade first alley East of Broadway on Lavina July 6 thru July 17, 1981 around the clock. PURPOSE: Run new main.

(h) James Gill, R & A Plumbing, Inc. to barricade corner of Washington on Webster at all times on July 7 thru July 10, 1981. PURPOSE: Place dumpster.

(i) East Wayne Center, 801 E. Wayne, to barricade Francis from Wayne to Berry on July 10, July 17, July 24 and July 31, 1981 from 10:00 a.m. to 4:00 p.m.
PURPOSE: Provide recreational area for the children of the center.

(j) Cheryl Kunberger, Public Information - 9th Floor, July 9 thru July 19, 1981 at all times, six parking spaces on south side of Freimann Square Parking Lot.
PURPOSE: Place Beer tent trailer.

(k) Three Rivers Festival (Bill Hausman) to barricade on July 10 thru July 12, 1981 at all times - parking area under elevation between Harrison and Calhoun - block off area - PURPOSE: Flea market.

(l) Three Rivers Festival (Bill Hausman), 2211 S. Calhoun, July 10 thru July 19, 1981 at all times to Barricade Barr Street from Berry to Wayne. PURPOSE: Barr Street Bazaar.

(m) Oavid Zelt, 723 Kinsmoor, to barricade on July 11, 1981 from Noon to 11:00 p.m. - 700 - 800 Kinsmoor between S. Wayne and Indiana. PURPOSE: Block party.

(n) Three Rivers Festival (Bill Hausman) 2211 S. Calhoun, to barricade July 11 thru July 19, 1981 from 5:00 p.m. to Midnight each day. - East and west entrances of City-County Building Parking Lot Plaza. PURPOSE: Bandstand and concerts.

9. Received the following requests for permission to barricade: PERMITS ISSUED.

(a) Three Rivers Festival (Bill Hausman), 2211 S. Calhoun, for permission to barricade July 11, 1981 from 1:00 p.m. to 4:00 p.m. PURPOSE: WMEE Show Us Your Tan Contest Barricade: Calhoun & Superior, Calhoun & Clinton and Clair at Harrison.

(b) Three Rivers Festival (Bill Hausman) barricade July 11, 1981 from 8:00 a.m.to 12:30 p.m. per sketch for Festival Parade.

(c) WLYV RADIO (Herb Weber) 925 Anthony Wayne Bank Bldg. to barricade on July 12, 1981 from 1:00 p.m. to 7:00 p.m. Lake at Tecumseh, --- Oneida at Columbia for RAFT RACE.

(d) William Byrd, 7005 S. Hanna, to barricade on July 12, 1981 from 7:00 a.m. to 9:00 p.m. Court Street between Main and Berry. PURPOSE: Waterbed Slide Contrest.

(e) Reith-Riley Const. Co., Inc. to barricade on July 15, 1981 to August 30, 1981 at all times - Nebraska Area for the construction of sidewalks and curbing.

10. Received the following requests for permission to barricade: PERMITS ISSUED.

(a) Three Rivers Festival, 2211 S. Calhoun, to barricade July 17, 1981 from 6:30 p.m. to 8:00 p.m. - Calhoun from Berry to Columbia and Main from Clinton to Harrison PURPOSE: Mitzpah Shrine Foot Patrol Performance.

(b) Received request from Parks and Recreation Dept. for permission to barricade on Thursday, July 16, 1981 from 5:00 p.m. to 9:00 p.m. - Harrison bet. Lewis and Baker and Webster and Harrison (around Post Office area) PURPOSE: Bed race during the Three Rivers Festival

(c) Request from Mizpah Temple Shrine (Bill Hausman) for Friday, July 17, 1981 from 8:15 p.m. to 9:00 p.m. barricade all n/s streets bet. Washington & Berry for barricade of cross streets. PURPOSE: Parade for Three Rivers Festival Event.

(d) Parks and Recreation Dept, 705 E. State, to barricade July 18, 1981 route to hold a CHILDREN'S PARADE from 9:00 a.m. to 1:00 p.m.

(e) Three Rivers Festival (Bill Hausman) to barricade various streets in downtown area on Sunday, July 19, 1981 (raindate: Mon. July 20, 1981) 6:00 p.m. to 10:30 p.m. PURPOSE: Three Rivers Festival "FIREWORKS".

(f) Allen County 4 - H Clubs, Inc. 11327 Bethel Road, barricade Parnell at Coliseum Parking Lot, River Drive at Parnell, Pleasant at both sides of State, Eade at State, Eade at Nettie and Pleasant at Nettie. PURPOSE: 4-H Fair Parade.

(g) Received request from Master Riders Club, 1022 Walter, for permission to barricade Walter between Maumee and Washington Blvd. on July 18, 1981 from 10:00 a.m. to 10:00 p.m. PURPOSE: Block party.

11. Received the following requests for permission to hold a parade on July 17, 1981 from 8:30 p.m. to 9:45 p.m. for 250 persons, 50 animals and 75 vehicles. Starting point: West Wayne at Van Buren and terminating at Main at Fairfield. PURPOSE: Three Rivers Event PERMIT ISSUED. - Mizpah Temple Shrine to have permit.

12. Received the following request for permission to hold a parade on July 19, 1981 from 6:30 a.m. to 12:00 Noon consisting of 1,000 persons and three TV-33 vehicles. (Route: REVISED) PURPOSE: Three Rivers Marathon Run. PERMIT ISSUED. Three Rivers Festival to have permit

13. Received a request for permission to hold a parade by ALLEN COUNTY 4-H Clubs, Inc. (Richard Fri) on July 26, 1981 from 4:00 p.m. to 5:30 p.m. for 500 people, 100 animals and 200 vehicles Route to be traveled: Parnell Avenue from State to Coliseum Parking Lot. PURPOSE: Opening of 4-H Fair. PERMIT ISSUED.

Meeting adjourned at 3:00 p.m.

Robert A. Anderson

Betty R. Collins

BOARD OF PUBLIC WORKS

ATTEST:

Sandra Kennedy

Clerk

VERNON McMILLAN Inc
SYRACUSE, N.Y.
MADE IN U.S.A.
G 51432